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<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Nippon Life Insurance Company of America
<b>TOI/Sub-TOI:</b>	H11G Group Health - Disability Income/H11G.005 Combined Short Term/Long Term		
<b>Product Name:</b>	Nippon ReNEW2 15 STD and LTD		
<b>Project Name/Number:</b>	/		

## Filing at a Glance

Company:	Nippon Life Insurance Company of America
Product Name:	Nippon ReNEW2 15 STD and LTD
State:	District of Columbia
TOI:	H11G Group Health - Disability Income
Sub-TOI:	H11G.005 Combined Short Term/Long Term
Filing Type:	Form
Date Submitted:	01/13/2020
SERFF Tr Num:	NLAM-132209612
SERFF Status:	Closed-APPROVED
State Tr Num:	
State Status:	
Co Tr Num:	

Implementation	On Approval
Date Requested:	
Author(s):	Denise Rethamel
Reviewer(s):	Colin Johnson (primary), RaShaunda Benson
Disposition Date:	02/04/2020
Disposition Status:	APPROVED
Implementation Date:	02/04/2020

**State:** District of Columbia  
**TOI/Sub-TOI:** H11G Group Health - Disability Income/H11G.005 Combined Short Term/Long Term  
**Product Name:** Nippon ReNEW2 15 STD and LTD  
**Project Name/Number:** /

**Filing Company:** Nippon Life Insurance Company of America

## General Information

Project Name: Status of Filing in Domicile:  
Project Number: Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Group  
Submission Type: New Submission Group Market Size: Small and Large  
Group Market Type: Employer Overall Rate Impact:  
Filing Status Changed: 02/04/2020  
State Status Changed: Deemer Date:  
Created By: Denise Rethamel Submitted By: Denise Rethamel  
Corresponding Filing Tracking Number:

Filing Description:

Please refer to the Submission Letter attached under the Supporting Documentation tab.

## Company and Contact

### Filing Contact Information

Denise Rethamel, Senior Compliance Analyst  
666 Walnut St. #1549  
Des Moines, IA 50309

d-rethamel@nipponlifebenefits.com  
515-400-0032 [Phone]

### Filing Company Information

Nippon Life Insurance Company of America  
655 Third Avenue, 16th Floor  
New York, NY 10017  
(212) 682-3000 ext. [Phone]

CoCode: 81264  
Group Code:  
Group Name: N/A  
FEIN Number: 04-2509896

State of Domicile: Iowa  
Company Type: Life  
State ID Number:

## Filing Fees

Fee Required? No  
Retaliatory? No  
Fee Explanation:

<b>SERFF Tracking #:</b>	NLAM-132209612	<b>State Tracking #:</b>	<b>Company Tracking #:</b>
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Nippon Life Insurance Company of America
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
APPROVED	Colin Johnson	02/04/2020	02/04/2020

<b>SERFF Tracking #:</b>	NLAM-132209612	<b>State Tracking #:</b>	<b>Company Tracking #:</b>
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Nippon Life Insurance Company of America
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## Disposition

Disposition Date: 02/04/2020

Implementation Date: 02/04/2020

Status: APPROVED

Comment: For the corresponding STD rate submission, please refer to SERFF Tracking # NLAM-132245791, which was submitted on February 3, 2020.

Thank you for your kind consideration of this submission. If you have questions on any part of the submission, please contact me at the phone number or e-mail address shown below.

Sincerely,  
Ms. Denise Rethamel, Sr. Compliance Analyst

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
<b>Supporting Document</b>	Additional Supporting Documentation	APPROVED	Yes
<b>Supporting Document</b>	District of Columbia Life and Health Insurance Guaranty Association notice	APPROVED	Yes
<b>Form (revised)</b>	Group Disability Income Policy	APPROVED	Yes
<b>Form</b>	Group Disability Income Policy	Withdrawn	No
<b>Form (revised)</b>	Group Disability Income Certificate	APPROVED	Yes
<b>Form</b>	Group Disability Income Certificate	Withdrawn	No
<b>Form</b>	Evidence of Insurability for Group Disability Insurance	APPROVED	Yes

SERFF Tracking #:

NLAM-132209612

State Tracking #:

Company Tracking #:

State: District of Columbia

Filing Company:

Nippon Life Insurance Company of America

TOI/Sub-TOI: H11G Group Health - Disability Income/H11G.005 Combined Short Term/Long Term

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## Form Schedule

### Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	APPROVED 02/04/2020	Group Disability Income Policy	NLI-STD/LTD-POL-2015	POL	Initial			NLI-STD-LTD-POL-2015.pdf
2	APPROVED 02/04/2020	Group Disability Income Certificate	NLI-STD/LTD-BKL-2015	CER	Initial			NLI-STD-LTD-BKL-2015.pdf
3	APPROVED 02/04/2020	Evidence of Insurability for Group Disability Insurance	NC 20112	AEF	Initial			NC 20112.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
<b>CER</b>	Certificate	<b>CERA</b>	Certificate Amendment, Insert Page, Endorsement or Rider
<b>DDP</b>	Data/Declaration Pages	<b>FND</b>	Funding Agreement (Annuity, Individual and Group)
<b>MTX</b>	Matrix	<b>NAP</b>	Network Access Plan
<b>NOC</b>	Notice of Coverage	<b>OTH</b>	Other
<b>OUT</b>	Outline of Coverage	<b>PJK</b>	Policy Jacket
<b>POL</b>	Policy/Contract/Fraternal Certificate	<b>POLA</b>	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider
<b>PRC</b>	Provider Contract/Provider Addendum/Provider Leading Agreement	<b>PRD</b>	Provider Directory



**NIPPON LIFE INSURANCE COMPANY OF AMERICA ®**

A Stock Company organized in Des Moines, Iowa  
[7115 Vista Drive, West Des Moines, IA 50266]

**GROUP [SHORT TERM] [AND] [LONG TERM] DISABILITY INSURANCE**

Policyholder: [ABC COMPANY]

Policy Number: [100000]

Policy Effective Date: [January 1, 2020]

Policy Anniversary Date: [January 1, 2021]

State of Policy Issue: District of Columbia

Policy Insured By: Nippon Life Insurance Company of America, referred to as “the Company”, “we”, “us”, and “our”.

We will provide the benefits under this policy in consideration of the application and premium. We make this promise subject to all of the provisions of this policy.

Read this policy carefully and contact us promptly if you have questions. This policy is delivered and is governed by the laws of the state of policy issue and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments.

Signed for Nippon Life Insurance Company of America.

[

Aimee Averill  
Senior Vice President, Service, IT  
Strategy & Project Management

Takashi Nakayama  
President and Chief Executive Officer

]

[Licensed Resident Agent]

ER-1 Rev 10/05

## INTRODUCTION

This policy consists of:

- All policy provisions and any amendments and/or attachments issued;
- The policyholder's application;
- Employees' signed applications, if any;
- The certificate of coverage.

This policy may be changed in whole or in part. Only an officer of ours can approve a change. The approval must be in writing and endorsed on or attached to this policy. No other person, including any agent, may change this policy or waive any part of it.

This policy is divided into two sections:

- The employer section;
- The employee section (also referred to as the certificate of coverage).

Both sections together form the policy and include all of the benefits available under a plan.

Whenever we use the terms "you or your" in the employer section, we mean the employer.

## **[SHORT TERM DISABILITY POLICY DETAILS]**

These are details concerning your policy:

### **Plan Effective Date:**

[January 1, 2020]

### **Divisions, Subsidiaries or Affiliated Companies Include:**

Name	Location [City and State]
------	---------------------------

[None.]

### **Initial Rate:**

[\$X.XX per \$10 of weekly benefit.] [\$X.XX per employee.] [Rate per employee is determined from the Rate Table.]

### **Rate Guarantee:**

A change in the premium rate will not take effect prior to [January 1, 2020], or [12-36] months following the policy effective date, whichever is later. However, the premium rate may change prior to this time for reasons that affect the insured risk, which includes:

- A change occurs in a plan of benefits;
- A division, subsidiary, or affiliated company is added or deleted;
- The number of employees insured by a plan changes by [25%] or more;
- A new law or a change in any existing law is enacted which applies to a plan.

We will notify you in writing at least 31 days before a premium rate change is effective. A change may take effect on an earlier date if you agree to it.

ER-3S Rev 3/99



**[SHORT TERM DISABILITY  
POLICY DETAILS (Continued)**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Premium payments for this coverage must continue for any employee receiving payments under this plan [through the first of the month following the date the employee is disabled under this plan].]

**[SHORT TERM DISABILITY  
POLICY DETAILS (Continued)]**

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Premium payments for this coverage must continue for any employee [through the first of the month following the date the employee is disabled under this plan] [through the first payroll date following the date the employee is disabled under this plan].]

ER-V-4S

## [LONG TERM DISABILITY POLICY DETAILS

These are details concerning your policy:

**Plan Effective Date:**

[January 1, 2020]

**Divisions, Subsidiaries or Affiliated Companies Include:**

Name	Location [City and State]
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[None.]

**Initial Rate:**

[X.XX% of total covered payroll.] [Rate per employee is determined from the Rate Table.]

**Total covered payroll is the total amount of monthly earnings for which employees are insured under this plan.**

**Rate Guarantee:**

A change in the premium rate will not take effect prior to [January 1, 2020], or [12-36] months following the policy effective date, whichever is later. However, the premium rate may change prior to this time for reasons that affect the insured risk, which includes:

- A change occurs in a plan of benefits
- A division, subsidiary, or affiliated company is added or deleted
- The number of employees insured by a plan changes by [25%] or more
- A new law or a change in any existing law is enacted which applies to a plan.

We will notify you in writing at least 31 days before a premium rate change is effective. A change may take effect on an earlier date if you agree to it.

ER-3L Rev 3/99

**LONG TERM DISABILITY  
POLICY DETAILS**  
(Continued)

**When do you need to pay premium?**

Premium payments are due on the plan effective date, and the [first day] of each calendar month after the plan effective date.

We must receive all premiums on or before the date the premium is due. You must pay premium in United States dollars.

Waiver of Premium: Premium payments for coverage under this plan are suspended for an insured while benefits are payable to the insured under this long term disability plan.]

ER-4L

## **EMPLOYER PROVISIONS**

### **WHEN DO YOU MAKE PREMIUM CHANGES?**

If employee status changes occur during a policy month then you must report the changes on the next premium due date following the change. Any premium increase or decrease will be adjusted and will become due at this same time, but will not be pro-rated daily.

If you pay premium on other than a monthly basis, changes in premiums will result in a monthly pro-rated adjustment on the next premium due date.

We will adjust premiums for the current policy year and the prior policy year unless changes are the result of fraudulent information.

### **WHAT INFORMATION DO WE REQUIRE OF YOU?**

You must give us the following on a regular basis:

- Information about your employees
  - Who are eligible to become insured;
  - Whose amounts of coverage changed, including salary increase and decrease information
  - Whose coverage ends;
- Occupational information and any other information that we may reasonably require.

Your records that we believe have a bearing on coverage under this plan are open for our review at any reasonable time.

Clerical error or omission will not:

- Prevent an employee from receiving coverage;
- Affect the amount of an insured's coverage; or
- Effect or continue an insured's coverage if it should not be in effect or continue in effect.

**[EMPLOYER PROVISIONS]**  
(Continued)

**WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?**

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- The employees pay all or a part of the cost of their coverage and less than [50-75%] of the employees eligible for coverage are participating in a plan;
- You are paying the full cost of coverage and less than 100% of the employees eligible for coverage are participating in a plan;
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy;
- Fewer than 10 employees are insured for coverage under this policy or a plan.

If you fail to pay the premium during the 31 grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect. This policy will remain in force until the end of the grace period, unless this policy has been terminated by written notice as described below.

**Plan means a line of coverage under this policy.**

**Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.**

We reserve the right to review and terminate all classes covered under a plan if any class(es) cease(s) to be covered.

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

**Payable claim means a claim for which we are liable under the terms of this policy.**

If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

**POLICY REINSTATEMENT**

If this policy terminates because premium is not paid by the end of the grace period, this policy may be reinstated following a request for reinstatement and acceptance of the premium by the Company. The Company will conditionally receive the premium paid, and may require submission of a reinstatement form. Within 45 Days of the Company's receipt of the request for reinstatement and payment of all premium due, the Company will reinstate this policy or provide written notification of its denial of the reinstatement.

If this policy is reinstated, it will only cover losses resulting from an accidental injury sustained after the date of reinstatement and losses due to sickness beginning 10 days after such date. In all other respects, the rights under this policy are the same as they were before the due date of the defaulted premium, subject to any provisions attached to this policy in connection with the reinstatement. The Company will apply any premium accepted in connection with a reinstatement to a period for which premium has not been paid, but not to any period more than 60 days before the date of reinstatement.]

ER-6 DC Rev 09/06

**[EMPLOYER PROVISIONS]**  
(Continued)

**WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?**

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- [The participation falls below the greater of:
  - [25-50%] of the employees eligible for coverage;
  - 10 of the employees eligible for coverage].
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect. This policy will remain in force until the end of the grace period, unless this policy has been terminated by written notice as described below.

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If this policy or a plan is canceled, coverage will end at 12:01 a.m. on the last day of coverage.

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If this policy is reinstated, it will only cover losses resulting from an accidental injury sustained after the date of reinstatement and losses due to sickness beginning 10 days after such date. In all other respects, the rights under this policy are the same as they were before the due date of the defaulted premium, subject to any provisions attached to this policy in connection with the reinstatement. The Company will apply any premium accepted in connection with a reinstatement to a period for which premium has not been paid, but not to any period more than 60 days before the date of reinstatement.]

ER-V-6 DC Rev 09/06

**[EMPLOYER PROVISIONS  
(Continued)]**

**WHEN CAN THIS POLICY OR A PLAN UNDER THIS POLICY BE CANCELED?**

This policy or a plan under this policy can be canceled:

- By us; or
- By you.

We may cancel or offer to modify this policy or a plan, with at least 31 days written notice, when:

- [You have 10 or more employees eligible for coverage, the employees pay all or a part of the cost of their coverage, and less than 75% of the employees eligible for coverage are participating in a plan;
- You have less than 10 employees eligible for coverage, the employees pay all or a part of the cost of their coverage, and the employee participation requirements below are not met;

Number of eligible employees:	2	3	4	5	6	7	8	9
Number of participating employees:	2	3	4	5	5	5	6	7]

- You have [2 to 5] employees eligible for coverage, and less than [100%] of the employees eligible for coverage are participating in a plan;
- You have [6 to 9] employees eligible for coverage, and all but one of the employees eligible for coverage are participating in a plan;
- You have [10] or more employees eligible for coverage;
- You are paying the full cost of coverage and less than 100% of the employees eligible for coverage are participating in a plan;
- You do not promptly provide us with information that we need;
- This policy has been in effect more than 12 months;
- You fail to perform any of your obligations that relate to this policy;
- Fewer than 2 employees are insured for coverage under this policy or a plan.

If you fail to pay the premium during the 31 day grace period, this policy or plan will terminate automatically on the last day of the grace period. You are responsible for paying premium for coverage in effect during the grace period. You must pay us all premium due for the full period each plan is in effect. This policy will remain in force until the end of the grace period, unless this policy has been terminated by written notice as described below.

**Plan means a line of coverage under this policy.**

**Grace period means the period of time following the premium due date, except for the first premium, during which premium payment may be made.**

[We reserve the right to review and terminate all classes covered under a plan if any class(es) cease(s) to be covered.

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

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ER-6SG DC Rev 09/06

**[EMPLOYER PROVISIONS  
(Continued)]**

**CAN A PLAN BE CHANGED?**

You must give us advance notice of a request to change a plan.

**WHAT IF STATUTES IN THE STATE OF POLICY ISSUE CHANGE?**

Any provision of this policy which, on or after the policy effective date, conflicts with the statutes of the state of policy issue or any federal statutes, is hereby amended to comply with the minimum requirements of such statute.

**COMPLIANCE WITH FEDERAL AND STATE INSURANCE LAWS**

The provisions of this policy shall comply with the insurance laws of the federal government and the state in which this policy is issued.

**CAN THE VALIDITY OF THIS POLICY BE DISPUTED?**

The validity of this policy shall not be disputed after the policy has been in effect for two years from the policy effective date, except in situations when:

- premium has not been paid; or
- for fraudulent misrepresentations.

Disputing the validity of this policy shall be prohibited if statements made by the applicant in applying for this policy do not appear in a written document signed by the person making the statement. A copy of the written document must be given to the person making the statement.]

ER-7 DC

## **[EMPLOYER PROVISIONS**

(Continued)

[We reserve the right to review and terminate all classes covered under a plan if any class(es) cease(s) to be covered.

You may cancel this policy or a plan by giving us written notice at least 31 days before you intend the policy or plan to end. Cancellation can occur on an earlier date, if we agree. If this policy or a plan is canceled, the cancellation will not affect a payable claim.

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Any provision of this policy which, on or after the policy effective date, conflicts with the statutes of the state of policy issue or any federal statutes, is hereby amended to comply with the minimum requirements of such statute.

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- Premium has not been paid; or
- For fraudulent misrepresentations.

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ER-7SG DC



**NIPPON LIFE INSURANCE COMPANY OF AMERICA ®**

A Stock Company organized in Des Moines, Iowa  
[7115 Vista Drive, West Des Moines, IA 50266]

**GROUP [SHORT TERM] [AND] [LONG TERM] DISABILITY INSURANCE**

**CERTIFICATE OF COVERAGE**

[Your name: [John Q. Adams]]

Policyholder: [ABC Company]

Policy Number: [100000]

Policy Effective Date: [January 1, 2020]

Nippon Life Insurance Company of America (referred to as “the Company”, “we”, “us”, or “our”) welcomes your employer as a client.

This is your certificate of coverage as long as you are eligible for coverage and you become insured. You will want to read it carefully and keep it in a safe place.

Your certificate of coverage is written in plain English. There are a few terms and provisions written as required by insurance law. If you have any questions about any of the terms and provisions, please consult our claims paying office. We will assist you in understanding your benefits.

If the terms and provisions of the certificate of coverage (issued to you) differ from the policy (issued to the Policyholder), the policy will govern. Your coverage may be canceled or changed in whole or in part under the terms and provisions of the policy.

The policy is delivered in and is governed by the laws of District of Columbia and to the extent applicable by the Employee Retirement Income Security Act of 1974 (ERISA) and any amendments. When making a benefit determination under the policy, we have discretionary authority to determine your eligibility for benefits and to interpret the terms and provisions of the policy.

For purposes of effective dates and ending dates under the group policy, all days begin at 12:00 midnight and end at 12:01 a.m. at the policyholder’s address.

## TABLE OF CONTENTS

Your certificate is divided into the following sections:

SECTION 1 - HIGHLIGHTS OF YOUR PLAN

SECTION 2 - GENERAL INFORMATION

SECTION 3 - ELIGIBILITY FOR COVERAGE

SECTION 4 - BENEFIT SPECIFICS

- Disability defined;
- Details on calculating benefit payments;
- Exclusions and limitations that may apply.

SECTION 5 - CLAIM INFORMATION

[SECTION 6 - ADDITIONS TO YOUR [STD] [AND] [LTD] PLAN]

For your ease in finding information in your certificate, we:

- Start each section with a summary of the contents and the terms we define in the section.
- Shade all of the defined terms within a section.

## [SECTION 1: HIGHLIGHTS OF YOUR STD PLAN]

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]  
[You must be working at least [30] hours per week.]

[Benefit Percentage = [50%]]

[Maximum Payment Amount = [\$1,000\*]]

[Benefit Amount = [\$500]\*]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.]

[Minimum Payment Amount = [\$25]]

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

If disability is due to a sickness [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

[If, because of your disability, you are hospital confined, benefits begin immediately.] [Hospital confined means you are admitted as an in-patient in a hospital for a period of at least 24 consecutive hours for the condition resulting in your disability.]

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 52 week period of employment just prior to the date disability begins; or
2. The period of employment.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.]

## **[SECTION 1: HIGHLIGHTS OF YOUR STD PLAN**

(Continued)

Maximum Payment Duration = [26] weeks

Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month - 1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

[The cost of your coverage must be paid for any period of time during which you are disabled under this plan.]

[Waiver of Premium: The cost of your coverage will be suspended for any period of time after the [first of the month] following the date you are disabled under this plan. If you return to active employment with the employer, and want your coverage to continue, the cost of your coverage must begin to be paid again.]]

## **[SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN]**

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

Weekly Payment = [The weekly payment is the amount you selected, not to exceed [60%] of pre-disability earnings\*] [[60%] of your pre-disability earnings, not to exceed [\$2,000] per week\*]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

[Minimum Payment Amount = [\$25]]

We may apply all payments to you toward overpayments.

Elimination Period = If disability is due to an injury [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

If disability is due to a sickness [the later of:] [14] days [or the date your salary continuation ends] [or the date accumulated sick leave ends].

[If, because of your disability, you are hospital confined, benefits begin immediately.] [Hospital confined means you are admitted as an in-patient in a hospital for a period of at least 24 consecutive hours for the condition resulting in your disability.]]



## [SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY STD PLAN

(Continued)

Pre-disability earnings for your initial enrollment period means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It does not include earnings from commissions, bonuses, overtime pay or other extra compensation.

Pre-disability earnings means, for coverage in effect after your initial enrollment period, your gross weekly rate of earnings from the employer just prior to the date disability begins. It does not include earnings from commissions, bonuses, overtime pay or other extra compensation.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer just prior to the date your absence begins.] Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

Maximum Payment Duration = [9-52] weeks

Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month - 1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Cost of Coverage: [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time after the [first of the month following] the date you are disabled under this plan. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.]

## [SECTION 1: HIGHLIGHTS OF YOUR STD PLAN]

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

You must be working at least [30-40] hours per week.

Benefit Percentage = [20%, 50%, 60%, 66 2/3%, 70%] of pre-disability earnings

Maximum Payment Amount = [\$100-2,500] [\*]

[Benefit Amount = Amount in [\$10 or \$25] increments, not to exceed the lesser of [50-70%] of pre-disability earnings or [\$100-2,500.][\*]]

[\*We may reduce the amount we pay you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan. A pre-existing conditions exclusion and other limitations may apply to the STD plan.]

Elimination Period = If disability is due to an injury [0 – 60] days;

If disability is due to a sickness: [0-60] days.

Pre-disability earnings means your gross weekly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. The 52 week period of employment just prior to the date disability begins; or
2. The period of employment.

If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.]

## **[SECTION 1: HIGHLIGHTS OF YOUR STD PLAN**

(Continued)

Maximum Payment Duration = [13-26] weeks

Waiting Period:

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following [90 days] in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the next month coinciding with or next following [90 days] in an eligible class.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]

Cost of Coverage: [[The employer pays the cost of your coverage.] / [You pay the cost of your coverage] / [You and the employer share in the cost of your coverage.]]

The cost of your coverage must be paid for any period of time during which you are disabled under this plan.]

## [SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN]

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$5,000]\*]

[Benefit Amount = [\$500 - 6,000]\*]

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [The greater of: \$100; or 10% of your gross disability payment you receive from us.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:] [180] days after the date disability begins [or the date accumulated sick leave or salary continuation ends] [or the date short term disability payments to you end].

Pre-disability earnings means your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date disability begins; or
2. the period of employment.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.]

## [SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN

(Continued)

### Maximum Payment Duration

<u>[Age</u>	<u>When</u>	<u>Maximum Payment Duration</u>
<u>Disability Begins</u>		
Less than Age 60		To Social Security Normal Retirement Age (SSNRA)
Age 60		60 months or to SSNRA, whichever is greater
Age 61		48 months or to SSNRA, whichever is greater
Age 62		42 months or to SSNRA, whichever is greater
Age 63		36 months or to SSNRA, whichever is greater
Age 64		30 months or to SSNRA, whichever is greater
Age 65		24 months
Age 66		21 months
Age 67		18 months
Age 68		15 months
Age 69 and over		12 months ]

**[Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.]**

### Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month - 1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

### Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

**Waiver of Premium:** The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.]

EE-1L-2 Rev 10/05

## [SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN]

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate, they have the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

[You must be working at least [30] hours per week.]

[Benefit Percentage = [60%]]

[Maximum Payment Amount = [\$5,000]\*]

[Benefit Amount = [\$500 - 6,000]\*]

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [The greater of: \$100; or 10% of your gross disability payment you receive from us.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:] [180] days after the date disability begins [or the date accumulated sick leave or salary continuation ends] [or the date short term disability payments to you end].

Pre-disability earnings means for your initial enrollment period your gross monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date you enroll for coverage; or
2. the period of employment.

]

## [SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN

(Continued)

Pre-disability earnings means, for coverage in effect after your initial enrollment period, your gross monthly rate of earnings from the employer just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation. Commissions received will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date your disability begins; or
2. the period of employment.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.] Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.

### Maximum Payment Duration

<u>[Age</u>	<u>When</u>	<u>Maximum Payment Duration</u>
<u>Disability Begins</u>		

Less than Age 60	To Social Security Normal Retirement Age(SSNRA)
Age 60	60 months or to SSNRA, whichever is greater
Age 61	48 months or to SSNRA, whichever is greater
Age 62	42 months or to SSNRA, whichever is greater
Age 63	36 months or to SSNRA, whichever is greater
Age 64	30 months or to SSNRA, whichever is greater
Age 65	24 months
Age 66	21 months
Age 67	18 months
Age 68	15 months
Age 69 and over	12 months]

**Social Security Normal Retirement Age (SSNRA) means the age at which you are eligible for Social Security full retirement benefits.**

### Waiting Period:

- [If you are in an eligible class on or before the plan effective date: None.]
- [If you are entering an eligible class after the plan effective date: 30 days.]

If your employment ends and you are rehired by the same employer within [1 month - 1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.]

EE-1LV-2 Rev 10/05

## **[SECTION 1: HIGHLIGHTS OF YOUR VOLUNTARY LTD PLAN**

(Continued)

Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

Waiver of Premium: The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.]

EE-1LV-3 Rev 10/05



## **[SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN]**

This is a brief overview of your plan of benefits. We refer to these terms often throughout this certificate. Whenever we use these terms in the certificate it has the following meaning, unless we advise you otherwise.

Eligible Class = [All full-time employees.]

You must be working at least [30-40] hours per week.

[Benefit Percentage = [40-60%]]

[Maximum Payment Amount = [\$1,000-6,000]\*]

[Benefit Amount = [\$1000-5,000]\*]

[\*We may reduce the amount we pay to you by other income amounts and any income you earn or receive from any form of employment. Some disabilities may not be covered under this plan.]

Minimum Payment Amount = [11% of pre-disability earnings.]

We may apply all payments to you toward overpayments.

Elimination Period = [The later of:] [60/90/180] days after the date disability begins [or the date accumulated sick leave or salary continuation ends] [or the date short term disability payments to you end].]

## **[SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN**

(Continued)

### **Maximum Payment Duration**

#### **[For Class 1]**

<b>Age When Disability Begins</b>	<b>Maximum Payment Duration</b>
<b>[Less than Age 60</b>	<b>To Age 65, but not less than 5 years</b>
<b>Age 60</b>	<b>60 months</b>
<b>Age 61</b>	<b>48 months</b>
<b>Age 62</b>	<b>42 months</b>
<b>Age 63</b>	<b>36 months</b>
<b>Age 64</b>	<b>30 months</b>
<b>Age 65</b>	<b>24 months</b>
<b>Age 66</b>	<b>21 months</b>
<b>Age 67</b>	<b>18 months</b>
<b>Age 68</b>	<b>15 months</b>
<b>Age 69 and over</b>	<b>12 months]</b>

#### **[For Class 2]**

<b>Age When Disability Begins</b>	<b>Maximum Payment Duration</b>
<b>[Less than Age 60</b>	<b>To Age 65 for Injury, and the lesser of 5 years or to Age 65 for Sickness</b>
<b>Age 60</b>	<b>60 months</b>
<b>Age 61</b>	<b>48 months</b>
<b>Age 62</b>	<b>42 months</b>
<b>Age 63</b>	<b>36 months</b>
<b>Age 64</b>	<b>30 months</b>
<b>Age 65</b>	<b>24 months</b>
<b>Age 66</b>	<b>21 months</b>
<b>Age 67</b>	<b>18 months</b>
<b>Age 68</b>	<b>15 months</b>
<b>Age 69 and over</b>	<b>12 months]</b>

### **Waiting Period:**

- If you are in an eligible class on or before the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]
- If you are entering an eligible class after the plan effective date: [First of the month coinciding with or next following 90 days in an eligible class.]

If your employment ends and you are rehired by the same employer within [1 month -1 year], we will apply your previous employment in an eligible class toward completing the waiting period. All other provisions of this plan apply.

[Individual Effective Date: [The first of the policy month coinciding with or next following completion of the waiting period, if applicable.]]]

EE-1LSG-2 Rev 2015

## **SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN**

(Continued)

Cost of Coverage:

- [The employer pays the cost of your coverage.]
- [You and the employer share in the cost of your coverage.]
- [You pay the cost of your coverage.]

**Waiver of Premium:** The cost of your coverage will be suspended for any period of time during which you are disabled under this plan and eligible to receive a monthly payment from us. If you return to active employment with the employer and are in an eligible class, and want your coverage to continue, the cost of your coverage must begin to be paid again.

EE-1LSG-3 Rev 2015

## **[SECTION 1: HIGHLIGHTS OF YOUR LTD PLAN**

(Continued)

[If you are a partner, pre-disability earnings means your average monthly earnings as figured:

1. From the line showing “net earnings (loss) from self-employment” from Schedule K-1 of your federal income tax return for the three calendar (or tax) (or fiscal) years just prior to the date disability begins; or
2. If you have not been a partner during the three years for which the most recent partnership federal income tax return was filed, then your average monthly earnings for the employment period that you have been a partner.

If you are a sole proprietor, pre-disability earnings means your monthly net profit averaged over:

1. The three most recent years; or
2. The period you have been a sole proprietor, if you have been a sole proprietor for less than three years.

Monthly net profit is gross income less total deductions (other than depreciation) as reported on form 1040 Schedule C, divided by 12.

For all other employees, pre-disability earnings means your average monthly earnings as figured:

1. From the W-2 form (from the box that reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; or
2. The period of employment if no W-2 form was received.]

We reserve the right to verify reported earnings on either the K-1 or the W-2 prior to and at any time during the benefit payment process.

[If your disability begins while you are on a covered layoff or leave of absence, we will use your pre-disability earnings from the employer in effect just before the date your absence begins.]

Our payments to you will be based on the amount of your pre-disability earnings covered by this plan and for which premium has been paid.]

## **SUMMARY OF THE GENERAL INFORMATION SECTION 2**

What will you find in this section?

- Information we have access to;
- How we use statements made in applying for coverage;
- Insurance fraud;
- Time limits for legal proceedings.

What terms do we define in this section?

- You;
- We;
- Us;
- Our;
- Employee;
- Employer;
- Insured;
- Plan.

## **SECTION 2: GENERAL INFORMATION**

### **WHAT IS THE CERTIFICATE OF COVERAGE?**

This certificate of coverage is a written statement prepared by us and may include attachments. It tells you:

- the coverage to which you may be entitled;
- to whom we make payments; and
- the limitations, exclusions and requirements applying to a plan.

**You means an employee who is eligible for the coverage of this plan.**

**We, us and our means the Insurance Company named on the first page of your Certificate of Coverage.**

**Employee means a person who is a citizen or permanent resident of the United States [or Canada] [or Mexico] in active employment with the employer unless we advise you otherwise. This plan excludes temporary and seasonal workers from coverage.**

**Employer means individual, company or corporation where you are in active employment, and includes any division, subsidiary or affiliated company named in the policy.**

**Insured means a person covered under this plan.**

**Plan means a line of coverage under the policy.**

## **SECTION 2: GENERAL INFORMATION**

(Continued)

### **TO WHAT INFORMATION DO WE HAVE ACCESS?**

The employer will give us information about you including:

- If you are eligible for coverage;
- If your amount of coverage changes, including salary change information;
- If your coverage terminates;
- Other information we may reasonably require.

The employer's records that we believe have a bearing on coverage under this plan are open for our inspection at any reasonable time.

Clerical error or omission will not:

- Prevent you from receiving coverage;
- Affect the amount of your coverage; or
- Effect or continue your coverage if it should not be in effect or continue in effect.

### **HOW CAN WE USE STATEMENTS YOU OR THE EMPLOYER MADE IN APPLYING FOR COVERAGE?**

We consider any statements you or the employer made in a signed application for coverage a representation and not a warranty. If any of the statements you or the employer made are not complete and/or not true at the time they were made, we can:

- Reduce or deny any claim; or
- Cancel your coverage back to the date your coverage became effective.

We will use only statements made in a signed application as a basis for doing this. You will receive a copy of the signed application.

## **SECTION 2: GENERAL INFORMATION**

(Continued)

### **HOW WILL WE HANDLE INSURANCE FRAUD?**

We promise to focus on all means necessary to support fraud detection, investigation, and prosecution. It is a crime if you or the employer knowingly, and with intent to injure, defraud or deceive us, file a claim containing any false, incomplete or misleading information. These actions, as well as submission of false information, will result in denial of your claim, and are subject to prosecution and punishment to the full extent under state and/or federal law. We will pursue all appropriate legal remedies in the event of insurance fraud.

### **WHAT IF FACTS ABOUT YOU ARE NOT ACCURATE?**

If relevant facts about you were not accurate, then we will use accurate information to decide if your coverage should be in effect and what your amount of coverage should be. If the cost of your coverage is affected, we will make a fair adjustment in the cost.

### **DOES THE EMPLOYER ACT AS YOUR AGENT?**

For all purposes of the policy, the employer acts on its own behalf or as your agent. The employer is not our agent.

### **WHAT ARE THE TIME LIMITS FOR LEGAL PROCEEDINGS?**

You can start legal action regarding your claim 60 days after the date you sent us proof of claim. You have up to three years after the date you sent us proof of claim to start legal action, unless otherwise provided by law.

### **DOES THIS PLAN REPLACE OR AFFECT ANY REQUIREMENT FOR WORKERS' COMPENSATION OR STATE DISABILITY INSURANCE?**

The plan does not replace or affect requirements for coverage by Workers' Compensation Insurance or state disability insurance.



## **SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3**

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Evidence of insurability requirements;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Evidence of insurability;
- Layoff;
- Leave of absence;
- Family or medical leave of absence.

## **[SECTION 3: ELIGIBILITY FOR COVERAGE]**

### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are in an eligible class you may apply for coverage under this plan on the later of:

- the date the plan is effective; or
- the date you complete the waiting period.

### **WHAT IS YOUR WAITING PERIOD?**

Your waiting period appears in the PLAN HIGHLIGHTS.

**Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.**

[If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.]

**Active employment means you are:**

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

**Active employment includes normal non-work days such as vacation, weekends and holidays.**

**Your work site must be:**

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

If you apply for coverage within the first 31 days after the date you are first eligible to apply  
AND

-You are paying for some or all    THEN  
of the cost of your coverage;

Your coverage is effective on the date you  
apply.

OR

-You are not paying for any of    THEN  
the cost of your coverage;

Your coverage is effective on the date you  
are eligible.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

If you apply for coverage within the first 31 days after the date you are first eligible to apply  
AND

-You are not required to provide evidence of insurability with your application and you are paying for some or all of the cost of your coverage;

THEN

Your coverage is effective on the date you apply.

OR

-You are not required to provide evidence of insurability with your application and you are not paying for any of the cost of your coverage;

THEN

Your coverage is effective on the date you are eligible.

OR

-You are required to provide evidence of insurability with your application and you either are (or are not) paying for some or all of the cost of your coverage;

THEN

Your coverage is effective on the date we approve your application.

If you apply for coverage more than 31 days after the date you are first eligible to apply then your coverage will be effective on the date we approve your application.]

EE-3SG/MET-2

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application if you:

- Apply for coverage more than 31 days after the date you are first eligible to apply; or
- Voluntarily terminate your coverage and want to reapply for coverage; or
- Apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, coverage will terminate on the date that you cease active employment with the employer.]  
[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]]**

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

If your employer pays your entire premium due, your insurance will go into effect on your effective date as shown in Section 1: Highlights of Your Plan.

#### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

If you pay for a part of the premium, you must apply in writing for the insurance for the insurance to go in effect. You will become insured on the latest of:

1. The Individual Effective Date as shown in the Highlights of Your Plan page, if you apply on or before that date;
2. On the date you apply, if you apply within 31 days from the date you first met the eligibility requirements; or
3. On the date we approve any required proof of health acceptable to us. We require this proof if you apply: (a) after 31 days from the date you first met the eligibility requirement; or (b) after you terminated this insurance but remained in an eligible class as shown in the Highlights of Your Plan page.

**Evidence of insurability means a statement of your medical history, which we will use to assess if you will be approved for coverage.**

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

Your insurance will not go into effect on a date you are not in active employment because of a sickness or injury. Your insurance will go into effect after you have been in active employment for one (1) full day in an eligible class, as shown on the Highlights of Your Plan page.

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, coverage will terminate on the date that you cease active employment with the employer.]

[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]]**

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

If your employer has less than 6 employees eligible for coverage under this plan, then you will need to provide evidence of insurability to us with your application.

If your employer has 6 or more employees eligible for coverage under this plan, then you will need to provide evidence of insurability to us with your application if you:

- Apply for coverage more than 31 days after the date you are first eligible to apply; or
- Voluntarily terminate your coverage and want to reapply for coverage.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, coverage will terminate on the date that you cease active employment with the employer.]  
[Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through the end of the month following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]]**



### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family or medical leave of absence, we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.]**

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.]

### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, including but not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence];
- [The first of the policy month coinciding with or next following the date the Participating Unit ceases to be a Participating Unit under this policy]; or
- The first of the policy month coinciding with or next following the date you enter military service (not including Reserve or National Guard).

**Participating Unit means (a) if your employer employs two (2) to five (5) eligible employees, all must be insured; and (b) if your employer employs six (6) to nine (9) eligible employees, all but one (1) must be insured.**

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.

#### **WHEN WILL INDIVIDUAL COVERAGE BE REINSTATED**

If your insurance is terminated due to layoff or an approved leave of absence, coverage may be reinstated if you return to active employment with your employer within the period of time shown on the Highlights of Your Plan page. You must also be a member of an eligible class as shown on the Highlights of Your Plan page, and have been:

1. On a leave of absence approved by the employer;
2. On temporary lay-off.

If coverage is reinstated, you will not be required to fulfill the eligibility requirements of this policy again. The insurance will go into effect after you return to active employment for one (1) full day. If you return after resigning or been discharged, you will be required to fulfill all of the eligibility requirements of this policy again, including the waiting period. If you return after you terminated your insurance or for failure to pay premium when due, proof of health acceptable to us must be submitted before you may be reinstated.]

## **[SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3**

### **CHOICE PLANS**

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Evidence of insurability requirements;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Annual enrollment period;
- Enrollment period;
- Initial enrollment period;
- Plan year;
- Layoff;
- Leave of absence;
- Family or medical leave of absence.]

## **[SECTION 3: ELIGIBILITY FOR COVERAGE**

### **CHOICE PLANS**

#### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are in an eligible class you may apply for coverage under this plan on the later of:

- The date the plan is effective; or
- The date you complete the waiting period.

#### **WHAT IS YOUR WAITING PERIOD?**

Your waiting period appears in the PLAN HIGHLIGHTS.

**Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.**

[If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.]

#### **Active employment means you are:**

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

**Active employment includes normal non-work days such as vacation, weekends and holidays.**

#### **Your work site must be:**

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

You will be automatically enrolled for Class 1 coverage. You may choose to enroll in another class at this time.

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first plan year.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the plan year in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after the annual enrollment period, but before the policy anniversary date, then your choice of coverage will apply to:

- The rest of the plan year in which you are first eligible for coverage; and
- The next plan year.

2. During each annual enrollment period:

You may change your coverage to the next higher or the next lower class of coverage. This change in coverage will apply for the next plan year.

If you do not apply during an annual enrollment period:

- You will continue to be insured for the same class of coverage for the next plan year; and
- You may not change your coverage during the next plan year.]

Non-Contributory Base  
EE-3C-2N

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage or select no coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first plan year.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the plan year in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after the annual enrollment period, but before the policy anniversary date, then your choice of coverage will apply to:

- The rest of the plan year in which you are first eligible for coverage; and
- The next plan year.

2. During an annual enrollment period:

You may apply for coverage by:

- Enrolling for class 1 coverage if you are not currently enrolled for coverage;
- Changing your coverage to a lower class of coverage;
- Changing your coverage to the next higher class of coverage.

Any enrollment or change in coverage will apply for the next plan year.

If you do not apply during an annual enrollment period:

- You will continue to be insured for the same class of coverage for the next plan year; and
- You may not change your coverage during the next plan year.]

Contributory Base  
EE-3C-2C

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?**

If you are rehired by the employer within the same plan year that your employment terminated, then:

- You will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated; and
- You may not change the plan or class of coverage during the rest of the plan year.

**Annual enrollment period means the period of [December 1, 2018 to January 1, 2019] before each plan year during which you may apply in writing for coverage under this plan.**

**Enrollment period means the initial enrollment period and any annual enrollment period.**

**Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:**

- If you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;
- If you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.

**Plan year means [January 1st to December 31st].**

]

Non-contributory Or Contributory Base  
EE-3C-3 Rev 10/05



### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;

THEN

Your coverage is effective on your eligibility date.

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;

THEN

Your coverage is effective on the date you apply.

For coverage applied for during an annual enrollment period;

THEN

Your selected coverage will be effective on the policy anniversary date.]

Contributory Base  
EE-3C-4C

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the day determined as follows:

For class 1 coverage applied for during the initial enrollment period;	THEN	Your coverage is effective on your eligibility date.
For any other class of coverage applied for during the initial enrollment period and you apply before the date you are first eligible to apply;	THEN	Your coverage is effective on your eligibility date.
For any other class of coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;	THEN	Your coverage is effective on the date you apply.
For coverage applied for during an annual enrollment period;	THEN	Your selected coverage will be effective on the policy anniversary date.]

Non-Contributory Base  
EE-3C-4N

### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

##### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application if you:

- Apply for coverage more than 31 days after the date you are first eligible to apply; or
- Voluntarily terminate your coverage and want to reapply for coverage; or
- Apply for an amount of coverage for which we require proof of insurability.

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.]**

##### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

##### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through [the end of the month] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]]**

Non-contributory Or Contributory Base  
EE-3C-5 Rev 10/05

### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### CHOICE PLANS

#### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.]**

Non-contributory Or Contributory Base  
EE-3C-6

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **CHOICE PLANS**

#### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.]

Non-Contributory Or Contributory Base  
EE-3C-7 Rev 10/05

## **[SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3**

### **VOLUNTARY PLANS**

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Re-enrollment period;
- Enrollment period;
- Initial enrollment period;
- Layoff;
- Leave of absence;
- Evidence of insurability;
- Family or medical leave of absence.]

## **[SECTION 3: ELIGIBILITY FOR COVERAGE**

### **VOLUNTARY PLANS**

#### **WHEN ARE YOU ELIGIBLE FOR COVERAGE?**

If you are in an eligible class you may apply for coverage under this plan on the later of:

- The date the plan is effective; or
- The date you complete the waiting period.

#### **WHAT IS YOUR WAITING PERIOD?**

Your waiting period appears in the PLAN HIGHLIGHTS.

**Waiting period is the number of days you must be in active employment in an eligible class before you may apply for coverage.**

[If you have been continuously employed by the employer but were not in an eligible class, we will apply any prior period of work with the employer toward the waiting period.]

#### **Active employment means you are:**

- Working for the employer at your work site for earnings the employer pays on a regular basis; and
- Performing the material and substantial duties of your regular occupation.

Active employment includes normal non-work days such as vacation, weekends and holidays.

#### **Your work site must be:**

- The employer's usual place of business;
- An alternative location if directed by the employer; or
- A location to which your occupation requires you to travel.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- Keep your same coverage under the plan;
- Choose no coverage under the plan;
- Enroll for coverage under the plan if you are not currently enrolled.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period you will continue to be insured for the same coverage as previously enrolled.

If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan until the next re-enrollment period.]



### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### **WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

If your initial enrollment period takes place during or after a re-enrollment period, but before the plan anniversary date, then your choice of coverage will apply until the next re-enrollment period.

2. During a re-enrollment period:

You may:

- Enroll for the lower level of coverage if you are not currently enrolled for coverage;
- Decrease your coverage;
- Increase your coverage to the next higher level of coverage if you are currently enrolled for coverage;
- Choose your same coverage under the plan;
- Choose no coverage under the plan.

Coverage applied for or changes in coverage will apply until the next re-enrollment period.

If you are currently enrolled for coverage and do not re-enroll for coverage during a re-enrollment period, you will continued to be insured for the same coverage as previously enrolled.

[If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan until the next re-enrollment period.]]

## **[SUMMARY OF THE ELIGIBILITY FOR COVERAGE SECTION 3**

### **VOLUNTARY PLANS**

What will you find in this section?

- Eligibility for coverage;
- Waiting period;
- When coverage becomes effective ;
- Changing coverage under this plan;
- What happens to coverage during a lay-off, leave of absence or a family or medical leave of absence;
- When coverage under this plan ends.

What terms do we define in this section?

- Waiting period;
- Active employment;
- Work site;
- Initial enrollment period;
- Layoff;
- Leave of absence;
- Evidence of insurability;
- Family or medical leave of absence.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHEN MAY YOU ENROLL OR CHANGE YOUR COVERAGE UNDER THIS PLAN?**

You may enroll or change your coverage only during an enrollment period as follows:

1. During the initial enrollment period:

If you are eligible for coverage on the plan effective date;	THEN	You may apply for a coverage option for the first enrollment period.
--	------	--

If you become eligible for coverage after the plan effective date;	THEN	You may apply for a coverage option for the enrollment period in which you are first eligible.
--	------	--

[If you do not enroll for coverage within 31 days of an enrollment period, then you will not be eligible to enroll for coverage under the plan.]

If you do not enroll for coverage within 31 days of an enrollment period, then you will be eligible to enroll for coverage only as a late enrollee. You will need to submit evidence of insurability satisfactory to us at your own expense.]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHAT IF YOU ARE REHIRED BY THE EMPLOYER WITHIN THE SAME PLAN YEAR DURING WHICH YOUR EMPLOYMENT TERMINATED?**

If you are rehired by the employer within the same plan year that your employment terminated, then:

- You will be insured for the same plan and class of coverage that was in effect for you on the date your employment terminated; and
- You may not change the plan or class of coverage during the rest of the plan year.

**Re-enrollment period means a period of time as set by your employer and us during which you may apply, in writing, for coverage under this plan, or change your coverage under this plan if you are currently enrolled.**

**Enrollment period means the initial enrollment period and any re-enrollment period.**

**Initial enrollment period means one of the following periods during which you may first apply in writing for coverage under this plan:**

- **If you are eligible for coverage on the plan effective date, a period before the plan effective date as set by your employer and us;**
- **If you become eligible for coverage after the plan effective date, the period ending 31 days after the date you are first eligible to apply for coverage.]**

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the later of:

1. The first day of the pay period for which contributions for your coverage are deducted; or
2. The day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;

THEN

Your coverage is effective on your eligibility date.

For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;

THEN

Your coverage is effective on the date you apply.

For a change in coverage applied for during a re-enrollment period;

THEN

Your selected coverage will be effective on the first day following the plan anniversary date.

[For coverage applied for more than 31 days after the date you are first eligible to apply;]

THEN

[Your selected coverage will be effective on the first day following the date we approve your application.]]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury or a sickness then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue through [the end of the month] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

#### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.]]**

### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family or medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.]**

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

##### **WHEN DOES YOUR COVERAGE UNDER THIS PLAN END?**

Your coverage under this plan will end on the earliest of the following:

- The date the policy or plan terminates;
- The date you are no longer in an eligible class;
- The date your class is no longer eligible for coverage;
- The last day for which premium for your coverage has been paid;
- The date you cease active employment due to a labor dispute, which includes but is not limited to strike, work slowdown, or lockout;
- The date you cease active employment with the employer, unless you are disabled [or on an approved layoff or leave of absence].

We will provide coverage for a payable disability claim that occurs while you are covered under the policy or plan.]



### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHEN DOES YOUR COVERAGE BECOME EFFECTIVE?**

Your coverage will be effective on the later of:

1. The first day of the pay period for which contributions for your coverage are deducted; or
2. The day determined as follows:

For coverage applied for during the initial enrollment period and before your eligibility date;	THEN	Your coverage is effective on your eligibility date.
For coverage applied for during the initial enrollment period and within the first 31 days after the date you are first eligible to apply;	THEN	Your coverage is effective on the date you apply.
[For coverage applied for more than 31 days after the date you are first eligible to apply;	THEN	Your selected coverage will be effective on the first day following the date we approve your application.]
[For an increase in coverage applied for within 31 days of the effective date of a change in salary, and for decreases in coverage;	THEN	The first day of the pay period for which contributions for your coverage are deducted.]]

### **[SECTION 3: ELIGIBILITY FOR COVERAGE**

(Continued)

#### **VOLUNTARY PLANS**

#### **WHAT IF YOU ARE NOT IN ACTIVE EMPLOYMENT ON THE DATE YOUR COVERAGE WOULD BE EFFECTIVE?**

If you are not in active employment as a result of your injury [or a sickness] then your coverage will be effective on the date you return to active employment. This applies to your initial coverage, as well as any increases or additions to coverage occurring after your initial coverage is effective.

#### **WILL YOUR COVERAGE CONTINUE IF YOU ARE ON A LAY-OFF OR LEAVE OF ABSENCE?**

[No, your coverage will terminate on the date that you cease active employment.] [Your employer may continue your coverage if you are on a lay-off or on an approved leave of absence. Your coverage may continue for [2 months] following the month in which your layoff or leave of absence begins. The cost of your coverage must be paid during the layoff or leave of absence period.]

**Layoff or leave of absence means the employer has agreed in writing and in advance to a temporary absence from active employment for a specified period of time. Your normal vacation time or any period of disability is not considered a temporary layoff or leave of absence.]**

#### **[WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application. You must apply for coverage in writing through the employer and use an application form that is satisfactory to us.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.]]**

### [SECTION 3: ELIGIBILITY FOR COVERAGE

(Continued)

#### VOLUNTARY PLANS

#### **WHAT HAPPENS TO YOUR COVERAGE IF YOU ARE ON A FAMILY OR MEDICAL LEAVE OF ABSENCE?**

If you are on a family or medical leave of absence, your coverage will be governed by the employer's Human Resource policy on family and medical leaves of absence.

We will continue your coverage if the following conditions are met:

- Premiums for the cost of your continued coverage are paid; and
- Your leave is approved in advance and in writing by the employer.

Your coverage will continue for up to [the greater of:

- The leave period required by the Federal Family and Medical Leave Act of 1993, and any amendments; or
- The leave period required by applicable state law.]

While you are on an approved family and medical leave of absence we will use earnings from your regular occupation you were performing just prior to the date your leave of absence started to determine our payments to you.

If your coverage does not continue during a family or medical leave of absence, then when you return to active employment:

- You will not have to meet a new waiting period, including a waiting period for coverage of a pre-existing condition; and
- You will not have to give us evidence of insurability to reinstate the coverage you had in effect before your leave began.

**Family and medical leave of absence means a leave of absence for the birth, adoption or foster care of a child, or for the care of your child, spouse or parent who has a serious health condition as those terms are defined by the Federal Family and Medical Leave Act of 1993 and any amendments, or by applicable state law.]**

## **SUMMARY OF THE SHORT TERM DISABILITY BENEFIT SPECIFICS SECTION 4**

What will you find in this section?

- What disability means;
- When weekly payments start;
- [Returning to work during the elimination period;]
- Requirements of care from a doctor;
- When will we not cover a disability;
- Our payment if you are disabled [and not working];
- [Our payment if you are disabled and working;]
- What are (are not) other income amounts;
- Cost of living increases to any other income amounts;
- When weekly payments stop;
- Temporary recovery;
- [Payment limitations;]
- [What happens if the employer changes insurance plans].

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Regular occupation;]
- [Reasonable employment option;]
- [Own job;]
- Sickness;
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Maximum weekly payment;
- Gross weekly payment;
- [Minimum weekly payment;]
- Maximum capacity;
- [Retirement plan;]
- [Disability benefits under a retirement plan;]
- [Retirement benefits under a retirement plan;]
- [Eligible retirement plan;]
- Maximum payment duration;
- [Pre-existing condition;]
- [Treatment;]
- [Prior group insurance plan].

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer][; and
- As a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Residual  
EE-4S-1.1 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings];**
- **Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Extended Regular Occupation  
With Partial  
EE-4S-1.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer]; and
- As a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Total Disability  
EE-4S-1.3 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer][; and
- As a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Own Job  
With Residual  
EE-4S-1.4 Rev 10/05



## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings, and**
- **Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Extended Own Job  
With Partial  
EE-4S-1.5 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your own job [and a reasonable employment option offered to you by the employer]; and
- As a result, you are not working at all, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Own Job  
With Total  
EE-4S-1.6 Rev 10/05

## [SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation that you are routinely performing when your disability begins. Your regular occupation[, as it is performed nationally,]. does not mean the job you are performing for a specific employer or at a specific location[, and will be determined based on the manner in which occupational tasks are performed nationally, instead of how work tasks are performed for a specific employer or in a specific area or region].**

**Own job means the specific job you were regularly performing for the employer immediately prior to the date you became disabled, as evidenced by employer documents including, but not limited to, a job description, performance reports, and/or management reports, and which was the source of your income from the employer.**

**Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your [regular occupation][own job].**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.]

Full-Occupation  
EE-4S-2.1 Rev 10/05

## [SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation that you are routinely performing when your disability begins. Your regular occupation[, as it is performed nationally,] does not mean the job you are performing for a specific employer or at a specific location[, and will be determined based on the manner in which occupational tasks are performed nationally, instead of how work tasks are performed for a specific employer or in a specific area or region].**

**Own job means the specific job you were regularly performing for the employer immediately prior to the date you became disabled, as evidenced by employer documents including, but not limited to, a job description, performance reports, and/or management reports, and which was the source of your income from the employer.**

**Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your [regular occupation][own job].**

**Sickness means an illness or disease. It also includes an injury, which occurs before you are insured. It does not include risk of sickness. This plan does not cover an occupational sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury. This plan does not cover an occupational injury.**

**Occupational sickness or occupational injury means a sickness or injury caused by or aggravated by any employment for pay or profit.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.]

Non-Occupation  
EE-4S-2.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?**

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

### **[WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?**

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of [5-60] days AND become disabled again due to the same sickness or injury.

**Temporary recovery** means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.]

### **[HOW CAN WE ASSIST YOU IN RETURNING TO WORK?**

Other vocational rehabilitation services and workplace modification services may be available to you. These services are designed to coordinate with your LTD plan and can be found in the ADDITIONS TO YOUR LTD PLAN section.]

Accumulation Of Elimination Period = 30 Days  
EE-4S-3/EE-4SV-3 Rev 10/05

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?**

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

#### **Regular care means:**

- **You personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and**
- **You are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

**Doctor means a person regularly performing tasks that are within the limits of the person's medical license, and:**

- **Who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **With a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or**
- **Who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- [An injury arising out of, or in the course of, any work for wage or profit;
- A sickness for which you are entitled to benefits under any Workers' Compensation Act, Occupational disease law, Compulsory Benefit Act or law or similar law [, unless you are a partner or sole proprietor not covered by any of these acts or laws];]
- [Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;]
- [Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;]
- [An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred;] or
- [An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor].

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.]

Non-Occupation  
EE-4S-5.1 Rev 10/05

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation;
- [Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;]
- [Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;]
- [An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred;] or
- [An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor.]

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.]

Full- Occupation  
EE-4S-5.2 Rev 10/05



## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **HOW MUCH WILL OUR WEEKLY PAYMENT TO YOU BE [IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS]?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum weekly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross weekly payment.
- Step 4: Subtract from the gross weekly payment any other income amounts, except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity. This is the payment that you may receive.

### **[HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your weekly pre-disability earnings by the benefit percentage.
- Step 2: From 100% of your weekly pre-disability earnings subtract any other income amounts, including any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum weekly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

**IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN [20%, 60-80%] OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE.**

### **WHAT IF YOUR CURRENT INCOME FLUCTUATES?**

If your current income fluctuates, we may average amounts over [the most recent] [a] four (4) consecutive week period of time.]

**[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**HOW MUCH WILL OUR [WEEKLY] PAYMENT TO YOU BE IF YOU ARE DISABLED?**

Our payment will be figured by using the following Step[s] [1 and 2]:

[Step 1:]       Take the amount you applied for under this plan.

[Step 2:]       Subtract from the amount in Step 1 any other income amounts.]

[This is the [weekly] payment that you may receive.]]

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Maximum weekly payment means the maximum weekly amount for which you are insured under this plan.**

**Minimum weekly payment means the minimum weekly amount for which you are insured under this plan, except where necessary to recover an overpayment.**

**Gross weekly payment means the weekly payment amount before we subtract other income amounts.**

Your pre-disability earnings, benefit percentage, and maximum weekly payment appear in the PLAN HIGHLIGHTS.

### **WHAT IF YOU ARE DISABLED FOR ONLY PART OF A WEEK?**

Your weekly payment from us is pro-rated. This means that if you are disabled for only part of a week, you will receive a payment equal to  $\frac{1}{5^{\text{th}}}$   $\frac{1}{7^{\text{th}}}$  of a full weekly payment for each day of the week you are disabled.

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
3. Any benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
  - b. Retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary and Family  
EE-4S-8.1 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
3. any benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you receive or are eligible to receive;
  - b. Retirement benefits you receive.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payments to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary  
EE-4S-8.2 Rev 10/05

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [6. Any benefits from the employer's retirement plan you:
- Receive as disability benefits
  - Voluntarily choose to receive as retirement benefits
  - Receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you roll over or transfer to an eligible retirement plan.

**Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.**

**Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.**

**Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.**

**Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.**

- Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
  - Any amounts you receive under any unemployment compensation law.
  - Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]]

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT ARE OTHER INCOME AMOUNTS?**

These are amounts, other than payments you are receiving from us that include:

- [1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer, which you become insured under while you are disabled under this plan;
  - d. Any governmental retirement system as a result of your job with the employer.
3. Any benefits you receive from the employer's sick leave or formal salary continuation plan.]]

EE-4SV-8.1

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

[If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a weekly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a weekly basis to the end of your maximum payment duration.]

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.]

### **[WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?**

We will pay you a minimum weekly payment under this plan, subject to any overpayments.]

### **[DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?**

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items [1, 2 and 3a]. We can reduce our payments to you by this estimated amount if:

- You have not been awarded such benefits but have not been denied such benefits; or
- You have been denied such benefits and the denial is being appealed; or
- You are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if:

- You apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary; and
- You sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payments to you by an estimated amount:

- Then we will adjust our payments to you when you give us proof of the amount awarded; or
- We will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.]



## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHAT ARE NOT OTHER INCOME AMOUNTS?**

We will not subtract from our payments to you any amounts you receive from the following:

- 401(k) plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Military pension and military disability income plans;
- A retirement plan from another employer;
- Individual retirement accounts (IRA) ;
- Informal salary continuation plan;
- [Benefits from individual disability plans].

### **WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OF THE OTHER INCOME AMOUNTS?**

Other than for increases in income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payments to you due to a cost of living increase in any other income amount.]

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a weekly payment. Your maximum payment duration appears in the PLAN HIGHLIGHTS.**

- [The date your current income exceeds [20%-80%] of your pre-disability earnings. If your current income fluctuates, we may average amounts over [the most recent] [a] four (4) consecutive week period of time instead of stopping our payments on the date your current income reaches [the earnings limit] [[20%-80%] of your pre-disability earnings]];
- The date you die;
- The date you fail to provide proof of continuing disability;
- [The date you refuse to participate in an approved rehabilitation program;]
- [The date you complete the elimination period of any group long term disability plan provided by the employer.]
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- [The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;]
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.]

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary wellness programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)**

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices, that a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]
- [If you are considered to reside outside the United States [or Canada] [or Mexico]. You will be considered to reside outside of these countries if you have been outside the United States [or Canada] [or Mexico] for a total period of 6 months or more during any 12 consecutive months of disability benefits.]

## SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME [INJURY OR SICKNESS] [INJURY] AS A PRIOR DISABILITY?**

[If you return to work [and are no longer disabled,] [, earning more than [80%] of your pre-disability earnings,] and the same sickness or injury causes your disability to occur again within [six months] [14 days] of the date the prior disability ended, we will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.]

[If you return to work and are no longer disabled, and:

1. The same [sickness or injury] [injury] causes your disability to occur again within 14 consecutive days of the date the prior disability ended; or
2. You become disabled again within 1 full day of the date the prior disability ended from a [sickness or injury] [injury] unrelated to the [sickness or injury] [injury] that caused your prior disability; then
3. We will resume our payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.]

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group short term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

[If you do not satisfy item 1 or 2 above, your disability will be treated as a new disability and will be subject to all of the provisions of this plan.]

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[VOLUNTARY PLANS]**

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by, or results from a pre-existing condition and your disability begins after you have been insured for [12-24] consecutive months after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury for which you received treatment within the [three-twelve] months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

[3][6][12]/12 Pre-Existing Condition  
EE-4SV-14.1

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **VOLUNTARY PLANS**

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?**

If you increase your coverage during a re-enrollment we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for [12-24] consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury for which you received treatment within the twelve months prior to the effective date of your increase in coverage.**

**Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

## **SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability and pay a limited short term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [6-12] months following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

1. [Equal to [30-50%] of the [gross/net] weekly benefit otherwise payable, or [\$25-500] per week, whichever is less;
2. [Payable for a maximum of [4-26] weeks]]; and
3. Subject to the terms of the “When Will Our Payments to You Stop?” provision.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [three-twelve] months prior to your effective date of coverage.

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Limited Pre- Existing Condition Benefit  
EE-4S-6.4SG (Rev 2015)

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?**

#### **Continuity of Coverage**

We will cover you under this plan if you were insured by the prior group insurance plan, and the cost of your coverage under the prior group insurance plan was paid. However, the payments to you for a period of disability that begins while you are insured under this plan but before you satisfy the active employment requirement will be limited to the weekly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

**Prior group insurance plan means the group short term disability plan in effect with the employer just before the effective date of this plan.]**



## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. [If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.]

We will determine our payments to you using the provisions of this plan, but your weekly payment will not be more than the maximum weekly payment of the prior group insurance plan. Your weekly payments will end on the earlier of the following dates:

- The end of the maximum payment duration under this plan; or
- The date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.]

## **[SECTION 4: SHORT TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan, you are in active employment, you are insured under this plan, and you become disabled while insured under this plan due to a pre-existing condition, then you may be eligible for weekly payments from us that are not limited as described in the **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION** provision even though your disability is caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a preexisting condition.

In order to receive weekly payments from us that are not limited as described in the **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION** provision, you must meet the pre-existing condition limitation of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition provision in this plan. If you meet the requirements of this provision for a disability due to a pre-existing condition that would have been subject to the pre-existing condition limitation of this plan, we will determine our weekly payments to you using the provisions of this plan, reduced by any benefits payable under the prior plan.]

Cont of Coverage for Limited Pre-Existing  
EE-4SSG-8 (Rev. 2014)

## **SUMMARY OF THE LONG TERM DISABILITY BENEFIT SPECIFICS SECTION 4**

What will you find in this section?

- What disability means;
- When monthly payments start;
- Returning to work during the elimination period;
- Requirements of care from a doctor;
- When will we not cover a disability;
- [What happens if the employer changes insurance plans;]
- Our payment if you are disabled and not working;
- Our payment if you are disabled and working;
- What are (and are not) other income amounts;
- Cost of living increases to any other income amounts;
- [Payment limitations;]
- When monthly payments stop;
- Temporary recovery.

What terms do we define in this section?

- Disability;
- Material and substantial duties;
- [Regular occupation;]
- [Reasonable employment option;]
- [Gainful occupation;]
- Sickness;
- Injury;
- Elimination period;
- Regular care;
- Doctor;
- Pre-existing condition;
- [Treatment;]
- [Prior group insurance plan;]
- Maximum monthly payment;
- Gross monthly payment;
- Minimum monthly payment;
- Maximum capacity;
- Retirement plan;
- Disability benefits under a retirement plan;
- Retirement benefits under a retirement plan;
- Eligible retirement plan;
- Mental illness;
- Substance abuse;
- [Special conditions;]
- Maximum payment duration.

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer][; and
- As a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Regular Occupation  
With Residual  
EE-4L-1.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].**
- **Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Extended Regular Occupation  
With Partial  
EE-4L-1.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury began while you are covered under the policy and:**

- **During the elimination period and for the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**
- **After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Limited Regular Occupation  
With Residual  
EE-4L-1.3 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].**
- **During the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**
- **After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Limited Regular Occupation  
With Partial  
EE-4L-1.4 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period and for the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**
- **After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity one or more activities of daily living (ADL), without stand-by help; or**
- **You have a cognitive impairment; or**
- **You have a terminal illness.**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Limited Regular Occupation/ADL  
With Residual  
EE-4L-1.5 Rev 10/05



## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings].**
- **During the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity the material and substantial duties of your regular occupation [and a reasonable employment option offered to you by the employer] [and, as a result, the income you are able to earn is less than or equal to [60-80%] of your pre-disability earnings].**
- **After the first [12-60] months of disability benefits, prevents you from performing with reasonable continuity**
- **One or more activities of daily living (ADL), without stand-by help; or**
- **You have a cognitive impairment; or**
- **You have a terminal illness.**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Limited Regular Occupation/ADL  
With Partial  
EE-4L-1.6 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- Prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation; and
- As a result, the income you are able to earn is less than or equal to [50-80%] of your pre-disability earnings].

**Material and substantial duties are the duties that:**

- Are normally required for the performance of the occupation; and
- Cannot be reasonably omitted or changed.

Extended Any Occupation  
With Residual  
EE-4L-1.7 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

### WHAT DOES DISABILITY MEAN?

**Disabled/Disability means our determination that your sickness or injury:**

- **During the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation, and, as a result, you are not working at all[, or you are working and the income you are able to earn is less than or equal to [20%] of your pre-disability earnings]; and**
- **Following the elimination period, prevents you from performing with reasonable continuity the material and substantial duties of any gainful occupation [and, as a result, the income you are able to earn is less than or equal to [50-80%] of your pre-disability earnings].**

**Material and substantial duties are the duties that:**

- **Are normally required for the performance of the occupation; and**
- **Cannot be reasonably omitted or changed.**

Extended Any Occupation  
With Partial  
EE-4L-1.8 Rev 10/05

## [SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation[, as it is performed nationally,] that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location[, and will be determined based on the manner in which occupational tasks are performed nationally, instead of how work tasks are performed for a specific employer or in a specific area or region].**

**Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.**

**Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.]

Use When Disability Is Regular Occupation Only  
Or When Disability Includes ADL  
EE-4L-2.1 Rev 10/05

## [SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**Regular occupation means the occupation[, as it is performed nationally,] that you are routinely performing when your disability begins. Your regular occupation does not mean the job you are performing for a specific employer or at a specific location[, and will be determined based on the manner in which occupational tasks are performed nationally, instead of how work tasks are performed for a specific employer or in a specific area or region].**

**Reasonable employment option means an employment position with the employer for which you are able to perform the material and substantial duties given your education, training and experience. If you have been working in a reasonable employment option for 6 months or more, the reasonable employment option will then be considered your regular occupation.**

**Gainful occupation means any occupation that your past training, education, or experience would allow you to perform or for which you can be trained [that provides or can be expected to provide you, within 12 months of your return to work, with an income (before taxes) that exceeds [60%-80%] of your pre-disability earnings if you are working, or [60%-80%] of your pre-disability earnings if you are not working].**

**Sickness means an illness or disease. It also includes an injury which occurs before you are insured. It does not include risk of sickness.**

**Injury means a bodily injury that occurs while you are insured and is the direct result of an accident and not related to any other cause. It does not include risk of injury.**

### Related Rules:

You will not be considered disabled from work in an occupation because of a reduction in your earnings resulting from a change in economic conditions or other factors that are not directly related to your sickness or injury. Examples of factors that we will not consider in determining whether you are disabled include, but are not limited to, recession, job obsolescence, job restructuring or elimination, pay cuts, and job sharing.

You will not be considered disabled from work in an occupation solely because of:

1. Your employer's work schedule that is inconsistent with the normal work schedule of your regular occupation;
2. Your relationship with your employer or other employees of the employer; or
3. The physical relationship of your employer's workplace that is inconsistent with the normal physical environment of your regular occupation.

You will not be considered disabled from work in an occupation solely because of the loss, suspension, restriction, surrender, or failure to maintain a required state or federal license to engage in the occupation.

You will not be considered disabled from work in an occupation solely because of your inability to work more than 40 hours per week in the occupation, even if you were regularly required to work more than 40 hours per week prior to becoming disabled.

Your disability must begin while you are covered under the policy.]

Use When Disability Contains  
A Gainful Occupation Period  
EE-4L-2.2 Rev 10/05

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**Activities of daily living (ADL) means:**

- **Bathing** - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;
- **Dressing** - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;
- **Toileting** - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;
- **Transferring** - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;
- **Mobility** - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;
- **Eating** - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.

**Cognitive impairment** means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.

**Terminal illness** means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.

**Stand-by help** means you must have hands-on (active) help from another person with all or most of the activity.]

Use With ADL Disability  
EE-4L-2.3 Rev 10/05

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **DOES YOUR DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE OUR PAYMENTS TO YOU BEGIN?**

Your disability must continue through the elimination period before we begin making payments to you.

**Elimination period is a period of continuous days of disability. The elimination period begins on the first day of your disability.**

### **WHAT HAPPENS IF YOU RETURN TO WORK DURING THE ELIMINATION PERIOD?**

We will consider your disability continuous if you have one or more periods of temporary recovery during the elimination period for a maximum of [30-365] days and become disabled again due to the same sickness or injury.

Temporary recovery means any time when we do not consider you to be disabled. The days you are not disabled will not count toward the elimination period.

Accumulation Of Elimination Period  
EE-4L-3.1 Rev 12/14

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **DO YOU NEED TO BE UNDER THE CARE OF A DOCTOR?**

We require you to be under the regular care of a doctor for the sickness or injury causing your disability in order to be eligible to receive payments from us.

#### **Regular care means:**

- **you personally visit a doctor as often as is medically required to effectively manage and treat your disabling condition(s), according to generally accepted medical standards; and**
- **you are receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing your disability must be given by a doctor whose specialty or experience is appropriate.**

**Doctor means a person regularly performing tasks that are within the limits of the person's medical license; and**

- **who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **with a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or**
- **who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim you submit.



## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **MAY WE REQUIRE YOU TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require you to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with you by an authorized representative of ours.

### **WHEN WILL WE NOT COVER A DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or not, or any act of war;
- Intentionally self-inflicted injuries or illness, while sane or insane;
- Your active participation in a riot;
- Your attempt to commit or your commission of a felony under federal or state law, or your being engaged in an illegal occupation.
- [Your service in the armed forces, military reserves or National Guard of any country or International authority, or in a civilian unit serving with such forces;]
- [Cosmetic or reconstructive surgery, except for complications arising from any such surgery or for surgery necessary to correct a deformity caused by accidental injury or sickness;]
- [An accident resulting from or caused by your operation of a motor vehicle while intoxicated according to the laws of the jurisdiction where the accident occurred;] or
- [An accident resulting from or caused by your being under the influence of drugs or any controlled substance, unless taken as prescribed by your doctor].

**No benefits are payable for any period of disability during which you are incarcerated in a penal or correctional facility for a period of 30 or more consecutive days or for which you are not under the regular care of a doctor.**

If your professional or occupational license or your certification is suspended, revoked or surrendered, loss of your license or certification, by itself, does not mean you are disabled.

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the three months prior to your effective date of coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

3/6/12 Pre-Existing Condition  
EE-4L-6.1

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

3/12 Pre-Existing Condition  
EE-4L-6.1.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition, or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

12/6/24 Pre-Existing Condition  
EE-4L-6.2

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see**
- **Taking prescribed medicines**
- **Being prescribed medicines**
- **You should have been taking prescribed medicines but chose not to**
- **Receiving diagnostic measures.]**

12/24 Pre-Existing Condition  
EE-4L-6.2.1 Rev 4/99

## **SECTION 4: LONG TERM DISABILITY BENEFITS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins after you have been in active employment for 5 consecutive days after the effective date of your coverage.

If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the 30 days prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measure.]**

5-Day Pre-Existing Condition  
EE-4L-6.3

## **SECTION 4: LONG TERM DISABILITY BENEFITS**

(Continued)

### **CHOICE PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the three months prior to the effective date of coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Non-Contributory Or Contributory  
3/6/12 Pre-Existing Condition  
EE-4LC-6.1

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **CHOICE PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of coverage.**

**Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Non-Contributory Or Contributory  
3/12 Pre-Existing Condition  
EE-4LC-6.1.1 Rev 4/99



## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **CHOICE PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING AN ANNUAL ENROLLMENT PERIOD?**

If you increase your coverage during an annual enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of the increase in your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of the increase in your coverage.

If you do not meet these time period requirements, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the three months prior to the effective date of your increase in coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Non-Contributory Or Contributory  
3/6/12 Pre-Existing Condition  
EE-4LC-6.2

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **CHOICE PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING AN ANNUAL ENROLLMENT PERIOD?**

If you increase your coverage during an annual enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

##### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of your increase in coverage.**

##### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Non-Contributory Or Contributory  
3/12 Pre-Existing Condition  
EE-4LC-6.2.1 Rev 4/99

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### CHOICE PLANS

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU DECLINE COVERAGE DURING AN ENROLLMENT PERIOD AND THEN APPLY FOR COVERAGE AT A LATER ANNUAL ENROLLMENT?]**

If you decline coverage during an enrollment period and then apply for coverage during a following annual enrollment period we will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Non-Contributory Or Contributory Base  
12/6/24 Pre-Existing Condition  
EE-4LC-6.3C

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **CHOICE PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU DECLINE COVERAGE DURING AN ENROLLMENT PERIOD AND THEN APPLY FOR COVERAGE AT A LATER ANNUAL ENROLLMENT?]**

If you decline coverage during an enrollment period and then apply for coverage during a following annual enrollment period we will cover your disability if it is caused by, contributed to by or results from a pre-existing condition, and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

##### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the twelve months prior to your effective date of coverage.**

##### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Non-Contributory Or Contributory Base  
12/24 Pre-Existing Condition  
EE-4LC-6.3.1C Rev 4/99

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **VOLUNTARY PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of your coverage without treatment for the pre-existing condition; or
- After you have been insured for 24 consecutive months after the effective date of your coverage.

If you do not meet these time period requirements, your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the twelve months prior to your effective date of coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Plan A Or Plan B  
12/6/24 Pre-Existing Condition  
EE-4LV-6.1 Rev 4/99

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **VOLUNTARY PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability if it is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 24 consecutive months after the effective date of your coverage. If you do not meet this time period requirement, your disability is excluded from coverage under this plan.

**Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the twelve months prior to your effective date of coverage.**

**Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Plan A Or Plan B  
12/24 Pre-Existing Condition  
EE-4LV-6.1.1 Rev 4/99

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **VOLUNTARY PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?**

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins:

- After you have gone at least 6 consecutive months after the effective date of the increase in your coverage without treatment for the pre-existing condition; or
- After you have been insured for 12 consecutive months after the effective date of the increase in your coverage.

If you do not meet these time period requirements, then the increased amount of coverage for your disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- For which you received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

**Within the three months prior to the effective date of your increase in coverage.**

#### **Treatment includes:**

- Consulting with a doctor;
- Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;
- Taking prescribed medicines;
- Being prescribed medicines;
- You should have been taking prescribed medicines but chose not to; or
- Receiving diagnostic measures.]

Plan A Or Plan B  
3/6/12 Pre-Existing Condition  
EE-4LV-6.2

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **VOLUNTARY PLANS**

#### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION IF YOU INCREASE YOUR COVERAGE DURING A RE-ENROLLMENT PERIOD?**

If you increase your coverage during a re-enrollment period we will cover the increased amount of coverage for your disability if your disability is caused by, contributed to by or results from a pre-existing condition and your disability begins after you have been insured for 12 consecutive months after the effective date of the increase in your coverage. If you do not meet this time period requirement, then the increased amount of coverage for your disability is excluded from coverage under this plan.

##### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the three months prior to the effective date of your increase in coverage.**

##### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Plan A Or Plan B  
3/12 Pre-Existing Condition  
EE-4LV-6.2.1 Rev 4/99



## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **[WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your disability and pay a limited long term disability benefit if your disability is caused by or results from a pre-existing condition and starts within the first [12-24] months following the effective date of your coverage [or an increase in your coverage]. All other terms and conditions of the policy apply, including the requirement that you must satisfy the elimination period.

This benefit will be:

1. Equal to 30% of [pre-disability earnings];
2. [Payable for a maximum of [12-24] months;]
3. Subject to a maximum of [\$1,000-3,000] per month, reduced by other income benefits;
4. Subject to the terms of the “When Will Our Payments to You Stop?” provision.

#### **Pre-existing condition is a sickness or injury:**

- **For which you received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the [three-twelve] months prior to your effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

Limited Pre-Existing Condition Benefit  
EE-4L-6.4SG Rev 2015

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

**[WHAT IF THE EMPLOYER CHANGES INSURANCE PLANS AND YOU ARE NOT IN ACTIVE EMPLOYMENT DUE TO AN INJURY OR SICKNESS ON THE EFFECTIVE DATE OF THIS PLAN?]**

### **Continuity of Coverage**

We will cover you under this plan if you were insured by the prior group insurance plan and the cost of your coverage under the prior group insurance plan was paid. However, the payments to you for a period of disability that begins while you are insured under this plan but before you satisfy the active employment requirement will be limited to the monthly amount the prior group insurance plan would have paid you had the plan stayed in effect. Our payments will be reduced by any amount the prior group insurance plan is responsible for paying.

**Prior group insurance plan means the group long term disability plan in effect with the employer just before the effective date of this plan.]**

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan; you are in active employment; and you are insured under this plan, then you may be eligible for payments from us under this plan if your disability is due to a pre-existing condition.

In order to receive payments from us, you must meet the pre-existing condition exclusion of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition exclusion. If you cannot satisfy the pre-existing condition exclusion of either plan then we will not pay you a disability benefit.

We will determine our payments to you using the provisions of this plan, but your monthly payment will not be more than the maximum monthly payment of the prior group insurance plan. Your monthly payments will end on the earlier of the following dates:

- The end of the maximum payment duration under this plan; or
- The date benefits would have ended under the prior group insurance plan if the plan had stayed in effect.]

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF YOU WERE INSURED BY THE PRIOR GROUP INSURANCE PLAN AND BECOME DISABLED UNDER THIS PLAN DUE TO A PRE-EXISTING CONDITION?**

#### **Continuity of Coverage**

If you were insured by the prior group insurance plan just before you become eligible for coverage under this plan, you are in active employment, you are insured under this plan, and you become disabled while insured under this plan due to a pre-existing condition, then you may be eligible for payments from us that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision even though your disability is caused or substantially contributed to by a preexisting condition or medical or surgical treatment of a preexisting condition.

In order to receive payments from us, that are not limited as described in the WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION provision, you must meet the pre-existing condition limitation of:

- This plan; or
- The prior group insurance plan had the plan stayed in effect.

We will consider the total amount of time you were continuously insured under both the prior group insurance plan and this plan to determine if you satisfy the pre-existing condition provision in this plan. If you meet the requirements of this provision for a disability due to a pre-existing condition that would have been subject to the pre-existing condition limitation of this plan, we will determine our payments to you using the provisions of this plan, reduced by any benefits payable under the prior plan.]

Continuity Of Coverage For Limited Pre-Existing  
EE-4LSG-8 (Rev. 2015)

#### **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

##### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

##### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?]**

Our payment to you will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [60-70%]. Subtract any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?]**

Our payment to you will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

All Sources  
EE-4L-9.2 Rev 10/05

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?]**

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Our payment to you after [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
  - [100%] of any other income amounts except any income you earn or receive from any form of employment, but including any income you could have earned from working to your maximum capacity; AND
  - [50-100%] of any income you earn or receive from any form of employment.This is the payment that you may receive.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

Limited 100%  
EE-4L-9.3 Rev 10/05

## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [60-70%]. Subtract any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?]**

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: From [100%] of your monthly pre-disability earnings subtract any other income amounts including current income you earn or receive from any form of employment or income you could have earned from working to maximum capacity.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Our payment to you after [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Multiply your monthly pre-disability earnings by [60-70%]. Subtract from this amount:
  - [100%] of any other income amounts except any income you earn or receive from any form of employment, but including any income you could have earned from working to maximum capacity; AND
  - [50-100%] of any income you earn or receive from any form of employment. This is the payment that you may receive.
- Step 3: Compare the results from Steps 1 and 2 with the maximum monthly payment for this plan.
- Step 4: The payment you may receive is the lesser of the amounts from Step 3.

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

All Sources Limited 100%  
EE-4L-9.4 Rev 10/05



## **[SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?**

Our payment will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity. This is the payment that you may receive.

### **[HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN [20% AND 80%] OF YOUR PRE-DISABILITY EARNINGS?]**

Our payment to you for [12] [24] months will be figured by using the following Steps 1 through 4:

- Step 1: Multiply your monthly pre-disability earnings by the benefit percentage.
- Step 2: Compare this amount to the maximum monthly payment for this plan.
- Step 3: Take the lesser of the amounts from Steps 1 and 2. This is your gross monthly payment.
- Step 4: Subtract from the gross monthly payment:
  - 100% of any other income amounts except any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity; then
  - Subtract any income you earn or receive from any form of employment or income you could have earned by working to your maximum capacity only if the sum of the gross monthly payment plus this income exceeds 100% of your indexed pre-disability earnings. The monthly benefit will then be reduced by that excess amount. This is the payment that you may receive.

Our payment to you after [12] [24] months will be figured by using the following formula:

(A divided by B) x C

- A = Your indexed pre-disability earnings minus any income you earn or receive from any form of employment or income you could have earned from working to your maximum capacity while you are disabled.
- B = Your indexed pre-disability earnings.
- C = The benefit calculated in Step 4 above, under the “HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND NOT WORKING OR DISABLED AND WORKING, EARNING LESS THAN [20%] OF YOUR PRE-DISABILITY EARNINGS?” section.]

Limited 100% With Indexing  
EE-4L-9.5 1 of 2 Rev 10/05

#### [SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

**"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the [first] [second] anniversary of benefit payments and each following anniversary. Each adjustment will be based on the lesser of [3%-10%] or the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.**

**"Indexed pre-disability earnings" means your basic monthly earnings in effect just prior to the date your disability began adjusted on the first anniversary of benefit payments. The adjustment will be based on the current annual percentage increase in the Consumer Price Index. The Consumer Price Index means the CPI-W as published by the U.S. Department of Labor. We reserve the right to use some other similar measurement if the U.S. Department of Labor changes or stops publishing the CPI-W.**

Your loss of earnings must be as a result of or due to the same sickness or injury for which you are disabled.]

Limited 100% With Indexing  
EE-4L-9.5 2 of 2 Rev 10/05

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT IF YOUR CURRENT INCOME FLUCTUATES?**

If your current income fluctuates, we may average amounts over [the most recent] [a] three (3) consecutive month period of time.

**IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN [[60-80%] OF YOUR PRE-DISABILITY EARNINGS], NO PAYMENT WILL BE MADE.**

**Maximum monthly payment means the maximum monthly amount for which you are insured under this plan.**

**Minimum monthly payment means the minimum monthly amount for which you are insured under this plan, except where necessary to recover an overpayment.**

**Gross monthly payment means the maximum payment amount before we subtract other income amounts.**

Your pre-disability earnings, benefit percentage, and maximum monthly payment appear in the PLAN HIGHLIGHTS.

### **WHAT IF YOU ARE DISABLED FOR ONLY PART OF A MONTH?**

Your monthly payment from us is pro-rated. This means that if you are disabled for only part of a month, you will receive a payment equal to 1/30<sup>th</sup> of a full monthly payment for each day of the month you are disabled.

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
  - d. Any governmental retirement system as a result of your job with the employer.

Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. Any benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you, your spouse, or your children receive or are eligible to receive as a result of your disability;
  - b. Retirement benefits you receive, your spouse or your children receive as a result of your receipt of retirement benefits.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof of income, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary and Family  
EE-4L-11.1 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHAT ARE OTHER INCOME AMOUNTS?

These are amounts, other than payments you are receiving from us, that include:

1. Any benefits and awards you receive or are eligible to receive under:
  - a. Workers' Compensation Law;
  - b. Occupational disease law;
  - c. Any other similar act or law.
2. Any disability income benefits you receive or are eligible to receive under:
  - a. Any compulsory benefit act or law;
  - b. Any other group insurance plan with the employer or with an association;
  - c. Any other group insurance plan with another employer which you become insured under after your disability under this plan begins;
  - d. Any governmental retirement system as a result of your job with the employer.

Long term disability payments are primary under this policy, meaning our payments to you will be reduced by any short term disability payments under a policy with the employer.

3. Any benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan and includes any similar plan or act. Benefits include:
  - a. Disability benefits you receive or are eligible to receive;
  - b. Retirement benefits you receive.

If your disability begins after your 70th birthday, and you were receiving Social Security retirement benefits before your disability began, then we will not reduce our payments to you by these retirement benefits.

4. Any benefits you receive from the employer's sick leave or formal salary continuation plan.
5. Any income you earn or receive from any form of employment, including any income you could have earned while disabled by working to your maximum capacity, but you do not do so. We may require you to send us proof of your income. We will adjust our payment to you based on this information. As a part of the proof, we can require you to send us appropriate tax and financial records we believe we need to substantiate your income.

**Maximum capacity means, based on the limiting factors of your identified sickness or injury, the greatest extent of work you are able to do in an occupation from which you must be considered disabled in order to receive disability benefits.]**

Primary  
EE-4L-11.2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

- [6. Any benefits from the employer's retirement plan you:
- a. Receive as disability benefits;
  - b. Voluntarily choose to receive as retirement benefits;
  - c. Receive as retirement benefits once you reach the greater of age 62 or normal retirement age (as defined in the employer's retirement plan).

Regardless of how the retirement funds from the plan are distributed, for the purposes of figuring our payment to you, we consider employee and employer contributions to be distributed at the same time throughout your lifetime.

This plan does not reduce payments you receive from us for your contributions to the employer's retirement plan, or for amounts you rollover or transfer to an eligible retirement plan.

**Retirement plan is a defined contribution plan or defined benefit plan. These are plans that provide retirement benefits to employees and are not funded entirely by employee contributions.**

**Disability benefits under a retirement plan are benefits that are paid due to disability and which do not reduce the retirement benefit that would have been paid if the disability had not occurred.**

**Retirement benefits under a retirement plan are benefits that are paid based on the employer's contribution to the retirement plan. Disability benefits that reduce the retirement benefit under the plan will also be considered a retirement benefit.**

**Eligible retirement plan is defined in §402 of the Internal Revenue Code of 1986 and includes future amendments to §402 affecting the definition.]**

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

- [7. Any benefits for loss of time or lost wages you receive from the mandatory portion of a no-fault motor vehicle insurance plan, or automobile liability insurance policy.
- 8. Any amounts you receive under any unemployment compensation law.
- 9. Any amounts you receive from a third party (after subtracting attorney's fees) by judgment, settlement or otherwise.
- [10. Any disability income benefits you receive or are eligible to receive from an individual disability insurance plan.]]

If you receive any of the other income amounts in a lump sum payment, we will pro-rate the lump sum on a monthly basis over the time period for which the sum was given. If no time period is stated, the sum will be pro-rated on a monthly basis to the end of your maximum payment duration.

Other income amounts must be payable as a result of the same disability for which you are receiving a payment from us, except for retirement benefits and any income you earn or receive from any form of employment.

### **WHAT IF SUBTRACTING OTHER INCOME AMOUNTS RESULTS IN A ZERO PAYMENT TO YOU?**

We will pay you a minimum monthly payment under this plan, subject to any overpayments.

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **DO WE HAVE THE RIGHT TO ESTIMATE OTHER INCOME AMOUNTS?**

We have the right to estimate the amount of benefits you may be eligible to receive under Other Income Amounts, items [1, 2 and 3a]. We can reduce our monthly payment to you by this estimated amount if you:

- Have not been awarded such benefits but have not been denied such benefits; or
- Have been denied such benefits and the denial is being appealed; or
- Are reapplying for such benefits.

We will not reduce our payments to you by these estimated amounts if you:

- Apply (or reapply) for benefits and appeal your denial through all of the administrative levels we believe are necessary; and
- Sign our payment option form stating you promise to pay back to us any overpayment of benefits caused by an award.

If we reduce our payment to you by an estimated amount:

- Then we will adjust our payments to you when you give us proof of the amount awarded; or
- We will give you a lump sum refund of the estimated amount if you were denied benefits and have completed all appeals (or reapplications) we believe are necessary.



## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT ARE NOT OTHER INCOME AMOUNTS?**

We will not subtract from our payments to you any amounts you receive from the following:

- [401(k) plans;
- Profit sharing plans;
- Thrift plans;
- Tax sheltered annuities;
- Stock ownership plans;
- Credit disability insurance;
- Non-qualified plans of deferred compensation;
- Pension plans for partners;
- Military pension and military disability income plans;
- A retirement plan from another employer;
- Individual retirement accounts (IRA) ;
- Informal salary continuation plan;
- [Benefits from individual disability plans]].

### **WHAT HAPPENS IF YOU RECEIVE A COST OF LIVING INCREASE TO ANY OTHER INCOME AMOUNTS?**

Other than for increases in any income you earn or receive from any form of employment, once we have subtracted an other income amount from your gross disability payment, we will not further reduce our payment to you due to a cost of living increase in any other income amount.

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### **WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?**

If your disability is caused or contributed to by mental illness[,] [or] [substance abuse,] [or special conditions,] we will pay you a monthly payment for a maximum of [12] [24] months [in your lifetime] [per occurrence]. We will not pay you a monthly payment beyond the maximum payment duration.

**Mental illness means disability caused or contributed to by psychiatric or psychological conditions, regardless of cause, and includes:**

- **Schizophrenia;**
- **Depression;**
- **Manic depressive or bipolar illness;**
- **Anxiety;**
- **Personality disorders;**
- **Adjustment disorders;**
- **Other conditions usually treated by a mental health provider or other qualified provider using psychotherapy, psychotropic drugs or other similar methods of treatment.**

<b>Substance abuse means a pattern of pathological use of alcohol or other addictive drugs unless prescribed by a doctor and used by you as prescribed.</b>
---

This limitation does not apply to dementia, if due to:

- Stroke;
- Trauma;
- Viral infection;
- Alzheimer's disease;
- Other such conditions not listed above which are not usually treated by a mental health provider using psychotherapy; psychotropic drugs or other similar methods of treatment.

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY? (Continued)

**Special condition means each of the following conditions:**

- 1. Musculoskeletal and connective tissue disorders of the neck and back, including any disease, disorder, injury, sprain, or strain of the joints or adjacent soft tissues and muscles of the cervical, thoracic, and lumbosacral regions.**  
**This item does not include:**
  - a. Progressive inflammatory arthritis of the spine;**
  - b. Ruptured intervertebral disc;**
  - c. Scoliosis with severe spinal deformity greater than 45%;**
  - d. Unstable spinal fractures;**
  - e. Osteopathies;**
  - f. Spinal tumors, malignancy, or vacuolar malformations;**
  - g. Radiculopathies, documented by electromyogram and causing measurable neurological weakness;**
  - h. Spondylolisthesis, Grade II or higher;**
  - i. Myelopathies and myelitis;**
  - j. Demyelinating disease; or**
  - k. Traumatic spinal cord necrosis.**
- 2. Thoracic outlet syndrome.**
- 3. Headaches, including but not limited to, functional, migraine, organic, sinus, and tension headaches.**
- 4. Chronic fatigue syndrome or Chronic Fatigue Immune Dysfunction Syndrome (CFIDS).**
- 5. Fibromyalgia or myofascial pain.**
- 6. Temporomandibular joint (TMJ).**
- 7. Repetitive stress disorder, cumulative trauma disorder, or overuse syndrome, including carpal tunnel syndrome and ulnar tunnel syndrome.**
- 8. Environmental Allergic or Reactive Illness and Multiple Chemical Sensitivity (MCS).**

**Environmental Allergic or Reactive Illness means an illness which is caused or contributed to by your inability to function due to physical or mental symptoms caused by an allergic reaction from physical contact with or exposure to any static or airborne substances.**

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- The date your current earnings exceed [60-80%] of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over [the most recent] [a] three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary wellness programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]]**

Extended Regular Occupation  
Disability Without ADL  
EE-4L-17.1 1 of 2 Rev 10/05

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHEN WILL OUR PAYMENTS TO YOU STOP? - continued**

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices;That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]
- [If you are considered to reside outside the United States [or Canada] [or Mexico]. You will be considered to reside outside of these countries if you have been outside the United States [or Canada] [or Mexico] for a total period of 6 months or more during any 12 consecutive months of disability benefits.]]

Extended Regular Occupation  
Disability Without ADL  
EE-4L-17.1 2 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- [During the first [12-60] months of disability benefits,] the date your current earnings exceed [60-80%] of your pre-disability earnings[; after the first [12-60] months of disability benefits, the date your current earnings exceed [50-60%] of your pre-disability earnings]. If your current earnings fluctuate, we may average your current earnings over [the most recent] [a] three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary wellness programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

Extended Regular Occupation  
Disability Without ADL  
EE-4L-17.2 1 of 2 Rev 10/05

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)**

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices;That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]
- [If you are considered to reside outside the United States [or Canada] [or Mexico]. You will be considered to reside outside of these countries if you have been outside the United States [or Canada] [or Mexico] for a total period of 6 months or more during any 12 consecutive months of disability benefits.]]

Extended Regular Occupation  
Disability Without ADL  
EE-4L-17.2 2 of 2 Rev 10/05

## SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS

(Continued)

### [WHEN WILL OUR PAYMENTS TO YOU STOP?

We will stop payments on the earliest of the following dates:

- The date you are no longer disabled according to this plan;
- The date you reach the end of the maximum payment duration;

**Maximum payment duration means the period of time during which we will send you a monthly payment. Your maximum payment duration is based on your age when you become disabled and appears in the PLAN HIGHLIGHTS.**

- [During the first [12-60] months of disability benefits,] the date your current earnings exceed [60-80%] of your pre-disability earnings. If your current earnings fluctuate, we may average your current earnings over [the most recent] [a] three (3) consecutive month period of time instead of stopping your payment on the date your current earnings reach the earnings limit;
- The date you die;
- The date you fail to provide proof of continuing disability;
- The date you refuse to participate in an approved rehabilitation program;
- The date you cease to be under the regular care of a doctor, or refuse to undergo, at our expense, an examination or testing by a doctor or vocational, rehabilitation, or health assessment testing when we require such examination or testing;
- The date you refuse to receive medical treatment, including taking prescribed medicines, that your doctor has recommended and that is generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect;
- [The date you refuse to make a good faith effort to adhere to necessary wellness programs that your doctor has recommended and that are generally acknowledged by doctors to cure or improve the sickness or injury for which you are claiming benefits under the policy so as to reduce its disabling effect. We will work with your treating doctor to determine the necessary wellness programs, if any, in accordance with generally accepted medical standards.

We will give you 30 days prior written notice of our intent to apply this provision to terminate benefits. During those 30 days you will have an opportunity to begin or resume reasonable efforts to adhere to the medically necessary wellness programs. We will not terminate benefits if there is no reasonable basis for believing that you will be able to return to productive employment in your regular occupation or another gainful occupation on a full-time or part-time basis if you adhere to the recommended wellness programs.

**Wellness programs include, but are not limited to, appropriate programs for dietary and nutritional improvement, weight management, smoking cessation, abstention from the excessive or illegal use of alcohol or narcotics, regular participation in exercise activities, stress management, pain management, behavioral therapy, coaching, and the regular taking of prescribed medications.]**

Disability With ADL  
EE-4L-17.3 1 of 2 Rev 10/05



## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHEN WILL OUR PAYMENTS TO YOU STOP? (Continued)**

- [The date you refuse to try or attempt to work with the assistance of:
  1. Modifications made to your work environment, functional job elements or work schedule; or
  2. Adaptive equipment or devices;That a qualified doctor has indicated will accommodate the limiting factors of the sickness or injury for which you are claiming benefits under the policy and will enable you to perform the material and substantial duties of an occupation from which you must be considered disabled in order to receive disability benefits;]
- [If you are considered to reside outside the United States [or Canada] [or Mexico]. You will be considered to reside outside of these countries if you have been outside the United States [or Canada] [or Mexico] for a total period of 6 months or more during any 12 consecutive months of disability benefits.]]

## **SECTION 4: LONG TERM DISABILITY BENEFIT SPECIFICS**

(Continued)

### **WHAT HAPPENS IF YOU HAVE A TEMPORARY RECOVERY BUT YOU BECOME DISABLED AGAIN DUE TO THE SAME INJURY OR SICKNESS AS A PRIOR DISABILITY?**

If you return to work and are no longer disabled, and the same sickness or injury causes your disability to occur again within [six] months of the date the prior disability ended, we will resume our monthly payments to you if you were continuously insured under the plan for the period of your temporary recovery. You will not need to complete a new elimination period for this disability.

Your current period of disability will be subject to the same terms of the plan that applied to your prior period of disability.

If you become entitled to payments under any other group long term disability plan (including a plan with the employer that became effective after your disability began), you will not be eligible for payments under this plan.

A disability due to other causes will be treated as a new disability and will be subject to all of the provisions of this plan.

## **SUMMARY OF THE CLAIM INFORMATION SECTION 5**

What will you find in this section?

- Notifying us of a claim;
- Giving us proof of claim;
- Filing a claim;
- Information needed in the proof of claim;
- When payments to you begin;
- Who we make payments to.

## **SECTION 5: CLAIM INFORMATION**

### **WHEN DO YOU NOTIFY US OF A CLAIM?**

You need to notify us in writing of your claim within 30 days [prior to the end of the elimination period] [after the date your disability begins]. If you are not able to notify us within this time, then you need to notify us as soon as reasonably possible. Notice includes a notice you give, or which is given on your behalf, to us at our home office, or to an authorized agent of ours.

### **WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM?**

Early proof of claim will allow us to make a timely claim decision. You need to send to our home office written proof [(or telephonic or electronic proof, if we have agreed to accept such forms)] of your claim within the first 90 days after the elimination period ends. If you are unable to give us proof of your claim within this time, then you must give us proof of your claim within the next 12 months. If you do not have the legal capacity to make responsible decisions concerning yourself, then you may give us proof of your claim after this period.

You must notify us immediately when you return to work in any capacity.

### **HOW DO YOU FILE A CLAIM?**

You can get a claim form from the employer, or you may ask us for a form. If you ask us for a claim form, but you do not receive the form from us within 15 days after asking for it, then you should send written proof [(or telephonic or electronic proof, if we have agreed to accept such forms)] of your claim to us without waiting for the form.

You and the employer must fill out your claim form. Once you and the employer have completed the claim form, give the claim form to the doctor providing you regular care for your sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us [or, if we have agreed to accept proof of your claim in a telephonic or electronic format, you may start the process by contacting us at [1-800-XXX-XXXX] within the stated time frames].

### **WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR ELIGIBILITY FOR BENEFITS?**

We have the discretionary authority to determine your eligibility for benefits and to construe the terms of the policy to make a benefits determination.

### **TIME OF PAYMENT OF CLAIMS**

Benefits payable under the policy for any loss other than loss for which the policy provides any periodic payment will be paid immediately upon our receipt of due written proof of the loss and confirmation of liability. Subject to our receipt of due written proof of loss, all accrued benefits for loss for which the policy provides periodic payment will be paid at the expiration of each period during the continuance of the period for which we are liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

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## **SECTION 5: CLAIM INFORMATION**

(Continued)

### **WHAT INFORMATION DO YOU NEED TO INCLUDE IN YOUR PROOF OF CLAIM?**

Your proof of claim must include:

- That you are under the regular care of a doctor;
- The date your disability began;
- The cause of your disability as determined by objective medical tests and examinations acceptable to the medical community;
- The extent of your disability, including restrictions and limitations which prevent you from performing your regular occupation;
- The name and address of all hospital(s) or institution(s) where you received treatment, including all doctors who provided regular care;
- Appropriate documentation of your earnings.

We may request that you send proof of continuing disability indicating that you are under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require you to give us authorization to obtain additional medical and non-medical information as part of your proof of claim. We may temporarily suspend our payments to you if you do not cooperate, or do not submit the appropriate information.

### **WHEN WILL YOU BEGIN TO RECEIVE PAYMENTS?**

Once we approve your claim, you will begin to receive payments after you complete the elimination period. We will send you a payment for any period for which we are liable. If the policy or a plan is canceled, the cancellation will not affect a payable claim.

### **WHO DO WE MAKE PAYMENTS TO?**

We will make all payments to you.

### **WHAT HAPPENS IF WE OVERPAY YOUR CLAIM?**

We have the right to recover overpayments due to:

- Fraud;
- An error we make in processing your claim;
- Your receipt of other income amounts.

If we determine that we overpaid your claim, then we require you repay us in full. We will determine the method by which you will repay us. We reserve the right to apply our future payments to you toward overpayments. We have the right to recover overpayments from your eligible survivors or estate. We will not recover more money from you than the amount we paid to you.

## **SUMMARY OF THE ADDITIONS TO YOUR [STD] [and] [LTD] PLAN SECTION 6**

What will you find in this section?

Other services and additional benefits are explained in this section and may be applicable to your plan.

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **WORKPLACE MODIFICATION BENEFIT**

If you are disabled and are receiving a payment from us, an additional workplace modification benefit may be payable to the employer for your benefit. We will reimburse the employer for up to 100% of reasonable costs the employer incurs through modifications to the workplace to accommodate your return to work, and to assist you in remaining at work.

- The amount we pay will not exceed a maximum of [\$1,000-25,000] for any one employee.

To qualify for this reimbursement, you must have:

- A disability preventing you from performing some or all of the material and substantial duties of your regular occupation;
- The physical and mental abilities needed to perform some or all of the material and substantial duties of your regular or a gainful occupation, but only with the assistance of the proposed workplace modification; and
- The reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed workplace modification.

The employer must give us a written proposal on the proposed workplace modification. This proposal must include:

- Input from the employer, you and your doctor;
- The purpose of the proposed workplace modification;
- The expected completion date of the workplace modification;
- The cost of the workplace modification.

Any proposal is subject to our approval and the approval of the Employer and you prior to any reimbursement being paid. We will reimburse the costs of the workplace modification when we:

- Approve the proposal in writing;
- Receive proof from the employer that the workplace modification is complete;
- Receive proof of the costs incurred by the employer for the workplace modification.

At our option, we may pay this amount directly to you, as long as we are given proof that the amount we pay will be used to assist the employer in making reasonable workplace modifications for you.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **VOCATIONAL REHABILITATION**

If you are disabled and receiving a payment from us, you may be required to participate in vocational rehabilitation services. These services may include vocational testing and training, job modifications, job placement, or other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

We will determine the extent to which these services may be provided. We will pay for these services with the service provider(s), unless we agree to other arrangements.

Our decision to offer these services will be based on:

- Your education, training and experience;
- Your transferable skills;
- Your physical and mental abilities;
- Your motivation to return to active employment;
- The labor force demand for workers in the proposed occupation in your demographic area;
- Our expected liability for your long term disability claim.

To qualify for these services, you must:

- Have a disability which prevents you from performing some or all of the material and substantial duties of your regular occupation;
- Lack the skills, training, or experience you would need to perform another gainful occupation;
- Possess the physical and mental abilities you need to complete a rehabilitation program;
- Be reasonably expected to return to active employment with the assistance of these services.

A vocational rehabilitation program proposal may be made by either us, your doctor or yourself. We will prepare a written program with the input of you, your doctor, your current employer and/or your prospective employer. Once your doctor and we approve a program, you will be provided services according to the written program.]



## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### VOCATIONAL REHABILITATION (Continued)

The written program will describe:

- The goals of the program;
- What our responsibilities are;
- What your responsibilities are;
- What responsibilities are of any third party(ies) associated with this program;
- The expected dates of the services;
- The expected costs of the services;
- The expected duration of the program.

We reserve the right to make the final decision concerning your eligibility to take part in this program, and the amount of any services you will be provided.

If your doctor approves the rehabilitation program we have designed for you, and you do not complete your responsibilities under the program, then we may discontinue our payments to you under this plan unless there is good cause.

**Good cause means documented physical or mental impairments, which leave you unable to take part in or complete the agreed upon program. It can also mean that you are involved in:**

- **Medical treatment which prevents or interferes with your taking part in or completing the program;**
- **Some other vocational rehabilitation program which conflicts with your taking part in or completing the program we developed, and is reasonably expected to return you to active employment.]**

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SOCIAL SECURITY ASSISTANCE**

#### **HOW CAN WE ASSIST YOU WITH OBTAINING SOCIAL SECURITY DISABILITY BENEFITS?**

If you are receiving a payment from us, we can provide advice to you regarding your claim and assist you with your application for Social Security disability benefits or an appeal.

If you receive Social Security benefits this may enable you to receive Medicare after 24 months of disability payments, protect your retirement benefits, and your family may be eligible for Social Security benefits.

We can assist you in obtaining Social Security disability benefits by:

- Helping you find appropriate legal representation or other assistance; and
- Obtaining medical and vocational evidence; and
- Reimbursing pre-approved case management expenses.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **LUMP SUM SURVIVOR BENEFIT**

#### **WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?**

If we receive proof of your death:

- After you have been disabled for at least 180 consecutive days; and
- While you were receiving a monthly payment from us;

We will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to [3-6] times your last [gross] [net] monthly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

**Gross monthly benefit means the benefit amount before any reductions for other income benefits and earnings.**

**Net monthly benefit means the benefit amount after any reductions for other income benefits and earnings.**

#### **WHO ARE YOUR ELIGIBLE SURVIVORS?**

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:

- the children; or
- a person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.]

[3-6] Month  
EE-6-4 Rev 10/05

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### 401(k) CONTRIBUTION

#### **WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR 401(k) CONTRIBUTIONS?**

If you are [permanently and totally] disabled and qualify for a monthly payment from us and have participated in the employer's 401(k) plan for at least [three] months before you became [permanently and totally] disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal the amount that you were contributing toward the 401(k) plan as of the date of your disability, but will not be more than [1-15]% of your pre-disability earnings[, and will not exceed [\$1,000-5,000] per month].

[We will pay this additional benefit directly to the employer on your behalf. The employer may then deposit the benefit into the 401(k) plan on your behalf if the employer makes the determination that this benefit may be lawfully accepted as a contribution under the 401(k) plan.]

We do not act as plan administrator or trustee for the 401(k) plan, and therefore we cannot make the determination as to whether the 401(k) plan can lawfully accept contributions paid on your behalf under this benefit.

If the employer determines that this benefit cannot lawfully be accepted as a contribution under 401(k) plan, we will, upon written request from the employer, make this benefit payable to you. Such payments may constitute taxable income to you.]

[We will pay this additional benefit to the Plan Administrator for deposit into the 401(k) plan on your behalf.]

[We will stop paying this benefit on the earlier of:

- The date you are no longer disabled;
- The date you return to any employment;
- The date you stop participating in the employer's 401(k) plan;
- The date you stop receiving disability payments from us under this plan.]

[We will stop paying this benefit on the earlier of:

- The date you are no longer [permanently and totally] disabled;
- The date you are able to engage in any substantial gainful activity;
- The date you stop participating in the employer's 401(k) plan;
- The date you stop receiving Long Term Disability payments from us under this plan.]

**For purposes of this benefit, permanently and totally disabled means you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than [twelve] months.**

**Substantial gainful activity, for purposes of this benefit, is used to describe a level of work activity and earnings. Work is "substantial" if it involves doing significant physical or mental activities, or a combination of both, and is not limited to full-time work. "Gainful activity" means work performed for pay or profit, whether or not a profit is realized.**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EMPLOYER PENSION PLAN CONTRIBUTION BENEFIT

#### **WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR PENSION PLAN CONTRIBUTIONS?**

If you are [permanently and totally] disabled and qualify for a monthly payment from us and have participated in the employer's pension plan for at least [three] months before you became [permanently and totally] disabled, then you may be eligible to receive an additional benefit.

This additional benefit will equal the amount that [you were contributing] [was being contributed on your behalf] toward the employer's pension plan as of the date of your disability, but will not be more than [1-15]% of your pre-disability earnings[, and will not exceed [\$1,000-5,000] per month].

[We will pay this additional benefit directly to the employer on your behalf. The employer may then deposit the benefit into the pension plan on your behalf if the employer makes the determination that this benefit may be lawfully accepted as a contribution under the pension plan.]

We do not act as plan administrator or trustee for the pension plan, and therefore we cannot make the determination as to whether the pension plan can lawfully accept contributions paid on your behalf under this benefit.

If the employer determines that this benefit cannot lawfully be accepted as a contribution under pension plan, we will, upon written request from the employer, make this benefit payable to you. Such payments may constitute taxable income to you.]

[We will pay this additional benefit to the Plan Administrator for deposit into the employer's pension plan on your behalf.]

[We will stop paying this benefit on the earlier of:

- The date you are no longer disabled;
- The date you return to any employment;
- The date you stop participating in the employer's pension plan;
- The date you stop receiving disability payments from us under this plan.]

[We will stop paying this benefit on the earlier of:

- The date you are no longer [permanently and totally] disabled;
- The date you are able to engage in any substantial gainful activity;
- The date you stop participating in the employer's pension plan;
- The date you stop receiving Long Term Disability payments from us under this plan.]

**For purposes of this benefit, permanently and totally disabled means you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than [twelve] months.**

**Substantial gainful activity, for purposes of this benefit, is used to describe a level of work activity and earnings. Work is "substantial" if it involves doing significant physical or mental activities, or a combination of both, and is not limited to full-time work. "Gainful activity" means work performed for pay or profit, whether or not a profit is realized.**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### ESCALATION BENEFIT

#### WHILE DISABLED, WILL MY MONTHLY PAYMENTS INCREASE?

If you

- Meet the LTD elimination period;
- Are disabled and not working, or are disabled and earning less than or equal to [20%] of your pre-disability earnings;
- Continue to be so disabled for twelve or more months; and
- Are receiving a monthly payment from us as of your anniversary of benefit payments, then we will increase our monthly payment to you for changes in prices, as measured by CPI.

The escalation increase percentage in our monthly payments to you will be [1-5]%, but will not be more than the annual percentage change in the index (CPI) for the prior calendar year.

**CPI means the Urban Wage Earners' and Clerical Workers (CPI-W), U.S. city average, all items and major groups.**

If you continue to be disabled and are not working or are working but earning less than or equal to [20%] of your pre-disability earnings, and you are receiving monthly payments from us under this plan, then you will be eligible for additional increases in your payments on each following anniversary of benefit payments.]

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### ESCALATION BENEFIT (Continued)

To figure the amount of the monthly payment you receive from us once it has been increased:

- Multiply your net monthly payment by the escalation increase percentage;
- Then add this amount to your net monthly payment.

**Net monthly payment means our monthly payment to you under the LTD plan prior to receiving escalation increases. To figure increases in our monthly payments to you after the first escalation increase, we will include any escalation increase in the monthly payment from prior years.**

For example:

Your monthly payment is \$1,000.

The escalation increase percentage is 3%.

<u>Adjustment Number</u>	Your monthly payment x (100% + escalation <u>increase percentage</u> ) =	<u>New monthly payment</u>
1	$\$1,000 \times (100\% + 3\%) =$	\$1,030
2	$\$1,030 \times (100\% + 3\%) =$	\$1,061
3	$\$1,061 \times (100\% + 3\%) =$	\$1,092

As a result of escalation increases, you may receive monthly payments from us that are more than the maximum monthly payment.

Escalation increases in our payments to you will cease on the earliest of the following dates:

- The date you are no longer disabled;
- The date you are earning more than [20%] of your pre-disability earnings;
- The date you die;
- The end of the LTD maximum payment duration;
- [The date our monthly payment to you has been increased five times.]]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY**

#### **IS YOUR SPOUSE ELIGIBLE FOR DISABILITY COVERAGE UNDER THE LTD PLAN?**

Your spouse is eligible for coverage if:

- You are in active employment; and
- You and your spouse are legally married.

The coverage available is limited to the provisions in this spousal disability benefit.

#### **WHEN DOES YOUR SPOUSE'S COVERAGE BECOME EFFECTIVE?**

Your spouse's coverage is effective on the later of:

- The date your coverage is effective under the LTD plan; or
- The date you and your spouse are legally married.

We will delay the effective date of your spouse's coverage if your spouse has the loss of one or more activities of daily living (ADLs), is cognitively impaired, or has a terminal illness. Coverage will begin on the date your spouse no longer has the loss of one or more activities of daily living or is no longer cognitively impaired.

In the event that you do not enroll for coverage under the LTD plan when you are first eligible or within the 31 days following the date you are first eligible, then your spouse is not eligible for this disability coverage.]



## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **Activities of daily living (ADL) means:**

- **Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **Transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **Mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;**
- **Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.**

**Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.**

**Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.]**

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHAT DOES DISABILITY MEAN?**

**Disability means that due to sickness or injury:**

- **Your spouse is continuously not able to perform two or more activities of daily living (ADL), without stand-by help; or**
- **Your spouse has a cognitive impairment; or**
- **Your spouse has a terminal illness.**

**Stand-by help means your spouse must have hands-on (active) help from another person with all or most of the activity.**

#### **DOES YOUR SPOUSE NEED TO BE UNDER THE CARE OF A DOCTOR?**

We require your spouse to be under the regular care of a doctor for the sickness or injury causing his/her disability in order to be eligible to receive payments from us.

**Regular care means:**

- **Your spouse personally visits a doctor as often as is medically required to effectively manage and treat the disabling condition(s), according to generally accepted medical standards; and**
- **Spouse is receiving appropriate treatment and care, according to generally accepted medical standards. Treatment and care for the sickness or injury causing the disability must be given by a doctor whose specialty or experience is appropriate.]**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### SPOUSAL DISABILITY (Continued)

**Doctor means a person regularly performing tasks that are within the limits of the person's medical license, and**

- **Who is licensed to practice medicine and prescribe and administer drugs or to perform surgery;**
- **With a doctoral degree in Psychology (Ph.D. or Psy.D.) and whose primary practice is treating patients; or**
- **Who is a legally qualified medical practitioner according to the laws and regulations of the jurisdiction in which regular care is being given.**

We will not recognize you, your spouse, children, parents, or siblings as a doctor for a claim your spouse submits.

### **CAN WE REQUIRE YOUR SPOUSE TO BE EXAMINED OR INTERVIEWED BY INDIVIDUALS OTHER THAN THE DOCTOR PROVIDING REGULAR CARE?**

We may require your spouse to be examined by doctor(s), other medical practitioner(s) or vocational expert(s) of our choice. We will pay for this examination. We can require an examination as often as it is reasonable to do so. In addition, we may require an interview with your spouse by an authorized representative of ours.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **DOES YOUR SPOUSE'S DISABILITY NEED TO CONTINUE FOR A PERIOD OF TIME BEFORE PAYMENTS BEGIN?**

Your spouse's disability must continue through an elimination period of 90 days before we begin making payments. The elimination period begins on the first day that your spouse meets the benefit eligibility requirements.

#### **WHEN WILL WE NOT COVER YOUR SPOUSE'S DISABILITY?**

We will not cover a disability if it is due to:

- War, declared or undeclared, or any act of war;
- An intentionally self-inflicted injury;
- Active participation in a riot;
- Your spouse's attempt to commit or commission of a felony under state or federal law;
- Mental illness, substance abuse or special conditions.

**No benefits are payable to your spouse for any period of 30 or more consecutive days during which your spouse is:**

- **Outside of the United States or its territories;**
- **Incarcerated in a penal or correctional facility.**

#### **WHAT IS THE AMOUNT OF YOUR SPOUSE'S MONTHLY PAYMENT?**

Your spouse may receive a monthly payment of [\$ 1,000-3,000]. Payments under this coverage are payable only once during your spouse's lifetime.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHEN WILL OUR PAYMENTS TO YOUR SPOUSE STOP?**

Payments will end on the earliest of the following dates:

- The date your spouse is no longer disabled;
- The date your spouse has received 24 months of payments;
- The date your spouse dies.

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your spouse's disability if it is caused by, contributed to by or results from a pre-existing condition, and your spouse's disability begins:

- After your spouse has gone at least 6 consecutive months after your spouse's effective date of coverage without treatment for the pre-existing condition; or
- After your spouse has been insured for 12 consecutive months after your spouse's effective date of coverage.

If your spouse does not meet these time period requirements, your spouse's disability is excluded from coverage under this plan.

#### **Pre-existing condition is a sickness or injury:**

- **For which your spouse received treatment; or**
- **Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;**

**Within the [three-twelve] months prior to your spouse's effective date of coverage.**

#### **Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends your spouse see;**
- **Taking prescribed medicines;**
- **Being prescribed medicines;**
- **Your spouse should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHEN WILL OUR PAYMENTS TO YOUR SPOUSE STOP?**

Payments will end on the earliest of the following dates:

- The date your spouse is no longer disabled;
- The date your spouse has received 24 months of payments;
- The date your spouse dies.

#### **WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?**

We will cover your spouse's disability if it is caused by, contributed to by or results from a pre-existing condition, and your spouse's disability begins after your spouse has been insured for 12 consecutive months after your spouse's effective date of coverage.

If your spouse does not meet this time period requirement, your spouse's disability is excluded from coverage under this plan.

##### **Pre-existing condition is a sickness or injury:**

- For which your spouse received treatment; or
- Where symptoms were present to the degree that an ordinarily prudent person would seek treatment;

Within the [three-twelve] months prior to your spouse's effective date of coverage.

##### **Treatment includes:**

- Consulting with a doctor
- Receiving care or services from a doctor or from other medical professionals a doctor recommends your spouse see
- Taking prescribed medicines
- Being prescribed medicines
- Your spouse should have been taking prescribed medicines but chose not to
- Receiving diagnostic measures.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHEN DOES YOUR SPOUSE NOTIFY US OF A CLAIM?**

Your spouse needs to notify us in writing of his/her claim within 30 days prior to the end of the elimination period. If your spouse is not able to notify us within this time, then your spouse needs to notify us as soon as reasonably possible. Notice includes a notice your spouse gives, or which is given on your spouse's behalf, to us at our home office, or to an authorized agent of ours.

#### **WHEN DOES YOUR SPOUSE NEED TO GIVE US PROOF OF CLAIM?**

Early proof of claim will allow us to make a timely claim decision. Your spouse needs to send to our home office written proof of claim within the first 90 days after the elimination period ends. If your spouse is unable to give us proof of claim within this time, then your spouse must give us proof of claim within the next 12 months. If your spouse does not have the legal capacity to make responsible decisions concerning himself/herself, then your spouse may give us proof of claim after this period.

#### **HOW DOES YOUR SPOUSE FILE A CLAIM?**

Your spouse can get a claim form through you from your employer, or may ask us for a form. If your spouse asks us for a claim form, but does not receive the form from us within 15 days after asking for it, then your spouse should send written proof of claim to us without waiting for the form.

Once your spouse has completed the claim form, give the claim form to the doctor providing regular care to your spouse for the sickness or injury causing disability. The doctor must fill out the physician section of the form. Send the completed form to us.

#### **WHAT AUTHORITY DO WE HAVE IN DETERMINING YOUR SPOUSE'S ELIGIBILITY FOR BENEFITS?**

We have the discretionary authority to determine your spouse's eligibility for benefits and to construe the terms of the policy to make a benefits determination.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **SPOUSAL DISABILITY (Continued)**

#### **WHAT INFORMATION DOES YOUR SPOUSE NEED TO INCLUDE IN HIS/HER PROOF OF CLAIM?**

Your spouse's proof of claim must include:

- That he/she is under the regular care of a doctor;
- The date your spouse's disability began;
- The cause of your spouse's disability as determined by objective medical tests and examinations acceptable to the medical community;
- The extent of your spouse's disability;
- The name and address of all hospital(s) or institution(s) where your spouse received treatment, and includes all doctors who provided regular care.

We may request that your spouse send proof of continuing disability indicating that he/she is under the regular care of a doctor. We must receive this proof within 30 days of the date we ask for it. In some cases, we will require your spouse give us authorization to obtain additional medical and non-medical information as part of the proof of claim. We may temporarily suspend our payments to your spouse if he/she does not cooperate, or does not submit the appropriate information.

#### **WHEN WILL YOUR SPOUSE'S COVERAGE END?**

Your spouse's coverage will end on the earliest of the following:

- The date your coverage under the LTD plan terminates;
- The date your spouse is no longer eligible for this coverage;
- The date the LTD plan terminates;
- The date spousal coverage under the LTD plan terminates;
- The last day for which premium for your spouse's coverage has been paid.

Your spouse cannot convert this coverage.]



## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **ADDITIONAL CATASTROPHIC DISABILITY COVERAGE**

#### **WHO IS ELIGIBLE FOR THIS COVERAGE?**

If you are insured under the group long term disability plan, you are eligible for the Additional Catastrophic Disability Coverage described in this section. All defined terms in the policy apply to this coverage in addition to policy provisions in this section.

#### **WHEN WILL THIS COVERAGE BECOME EFFECTIVE?**

You will become insured for Additional Catastrophic Disability Coverage on [the later of] your effective date under the LTD plan [or the effective date of this coverage].

However, the Additional Catastrophic Disability Coverage will be delayed if on your effective date you cannot safely and completely perform 1 or more Activities of Daily Living without another person's assistance or verbal cueing or you have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others. Coverage will begin on the date you can safely and completely perform all of the Activities of Daily Living without another person's assistance or verbal cueing or no longer have a deterioration or loss in intellectual capacity and do not need another person's assistance or verbal cueing for your protection or the protection of others.

#### **WHO PAYS FOR THE COST OF THIS COVERAGE?**

[Your employer] [You] pay[s] the cost of your coverage.

#### **WHEN WILL YOU BE ELIGIBLE TO RECEIVE A BENEFIT?**

We will pay a monthly benefit to you when we receive proof that you are disabled and are receiving a monthly payment under the LTD plan. The benefit will begin at the end of an elimination period shown in the LTD plan. If your disability under this provision begins and you have not satisfied the elimination period for LTD benefits, then you will need to complete a new elimination period to begin benefits for catastrophic disability.

Disability means that due to a sickness or injury:

- You lose the ability to safely and completely perform two Activities of Daily Living without another person's assistance or verbal cueing; or
- You have a deterioration or loss in intellectual capacity and need another person's assistance or verbal cueing for your protection or for the protection of others.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **ADDITIONAL CATASTROPHIC DISABILITY COVERAGE (Continued)**

#### **Activities of daily living (ADL) means:**

- **Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **Transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment;**

#### **HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE?**

The monthly payment is [10-40%] of monthly earnings to a maximum monthly payment of the lesser of the LTD maximum monthly payment or [\$2,000-5,000].

Benefit payments under the Additional Catastrophic Disability Coverage are not subject to any policy provisions which would otherwise increase or reduce the benefit amount such as Other Income Amounts.

#### **WHEN WILL WE NOT COVER A DISABILITY?**

All of the policy provisions that exclude or limit coverage will apply to the Additional Catastrophic Disability Coverage.

[For this coverage, you will be considered to have a pre-existing condition if:

- You received treatment within the three months prior to your effective date of this coverage; and
- Your disability begins in the first 12 months after your effective date of this coverage.]]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **ADDITIONAL CATASTROPHIC DISABILITY COVERAGE (Continued)]**

#### **[Treatment includes:**

- **Consulting with a doctor;**
- **Receiving care or services from a doctor or from other medical professionals a doctor recommends you see;**
- **Taking or being prescribed medicines;**
- **You should have been taking prescribed medicines but chose not to; or**
- **Receiving diagnostic measures.]**

#### **HOW DO YOU FILE A CLAIM?**

The LTD claim information section applies to this coverage. We may ask you to be examined, at our expense, by a doctor or other medical practitioner of our choice. We may also require an interview with you.

#### **WHEN WILL BENEFIT PAYMENTS END?**

Benefit payments under this Additional Catastrophic Disability Coverage will end on the earlier of the following dates:

- The date you are no longer disabled, as defined in this section;
- The date you become ineligible for monthly payments under the LTD plan;
- The end of the maximum payment duration in the LTD plan; or
- The date you die.

[No survivor benefits are payable under this coverage.]

#### **CAN I CONTINUE THIS COVERAGE IF I LEAVE THE LTD PLAN?**

This Additional Catastrophic Disability Coverage cannot be continued if you leave the LTD plan.

#### **DOES WAIVER OF PREMIUM APPLY TO THIS COVERAGE?**

Premium for this coverage is [not] required while monthly benefits are payable under the LTD plan.]

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### EDUCATION BENEFIT

If you are disabled and:

1. Are receiving an LTD benefit under the policy; and
2. Have a child who is an eligible student;

Then you may be eligible to receive a monthly Education Benefit.

The amount of the Education Benefit will be [\$100-300] per month for each child who is an eligible student, subject to an overall monthly maximum of [\$300-600] for all eligible students. Education Benefits are payable in addition to your LTD benefit for disability.

Education Benefits will not be payable between terms.

Education Benefits will stop at the earliest of:

1. The date your LTD benefit terminates;
2. The date you have no children who are eligible students; or
3. The date on which you have received Education Benefit payments for a total of 48 months, with respect to all eligible students.

**Eligible student means your unmarried child under the age of [21-25] who is financially dependent on you and attending an accredited post-secondary school on a full-time basis.]**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### EXTENDED CARE BENEFIT

If you are receiving LTD benefits and you are confined in an extended care facility, we will pay an extended care benefit when we receive satisfactory proof that a disability causes you to become confined in an extended care facility within [1-3] years from the date such disability began. Extended Care Benefits are payable in addition to your LTD benefit for disability.

In order for this monthly Extended Care Benefit to be paid, you must:

1. Be covered under the policy on the date you become disabled; and
2. Provide satisfactory proof, upon our request, of your continued confinement in the extended care facility.

The amount of the monthly Extended Care Benefit will be the lesser of:

1. [\$500-1,500]; or
2. The extended care facility's reasonable monthly charges not otherwise reimbursed under Medicare, Medicaid or any plan of extended care benefits.

This Extended Care Benefit will cease on the earliest of:

1. The date you leave the extended care facility;
2. The date LTD benefits terminate for your disability under the policy;
3. The date 24 months of Extended Care Benefit payments have been made.

For periods of confinement or care of less than one month duration, benefits will be paid on a pro-rated basis.

**Extended care facility means an institution:**

1. **Licensed by the governing jurisdiction where it is located;**
2. **In which residents receive skilled nursing care;**
3. **For which at least one licensed physician is on call 24 hours a day;**
4. **Which provides medical and therapeutic services for the treatment and management of chronic illness; and**
5. **Which is not mainly a facility for hospice care, rest, custodial care, subacute rehabilitative care as defined by Medicare, psychiatric care, or for drug or alcohol treatment.]**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### DEPENDENT CARE BENEFIT

If you are Disabled and:

1. Are receiving an LTD benefit under the policy;
2. Are participating in a rehabilitation plan approved by us;
3. Have a dependent who requires dependent care; and
4. Dependent care for your dependent is provided by someone other than a relative;

Then you may be eligible to receive a monthly Dependent Care Benefit.

The amount of the Dependent Care Benefit will be actual Dependent Care Expenses incurred each month, subject to a maximum of [\$250-750].

Dependent Care Benefits are payable in addition to your LTD Benefit.

Dependent Care Benefits will stop at the earliest of:

1. The date your LTD benefit terminates;
2. The date you no longer have an eligible dependent;
3. The date you are no longer participating in an rehabilitation plan approved by us;
4. The date you are no longer incurring dependent care expenses for your dependent; or
5. The date on which you have received Dependent Care Benefit payments for [12-24] months.

**Dependent means a family member who is financially dependent on you and physically or mentally incapable of caring for him or herself. A child under 13 is presumed to be physically or mentally incapable of caring for him or herself.**

**Family member means your child, parent, grandparent, grandchild, sister, or brother related to you by blood, adoption, or marriage.**

**Relative means a spouse, sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.**

**Dependent care means active, hands-on help and assistance that is required from another person to perform functions which are essential to your dependent's safety and well-being.**

**Dependent care expenses means the expenses you pay for your dependents for dependent care.]**

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### PERSONAL CARE ASSISTANCE BENEFIT

A monthly Personal Care Assistance Benefit may be payable to you after the end of the maximum payment duration.

You will qualify for Personal Care Assistance Benefits if you meet each of the following requirements:

1. You received LTD benefits throughout the maximum payment duration;
2. You are continuously disabled on and after the last day of the maximum payment duration; and
3. We determine that you have a sickness or injury for which personal care assistance is required.

It is not necessary for you to actually receive personal care assistance to qualify for Personal Care Assistance Benefits.

If you qualify for a Personal Care Assistance Benefit, the amount of the monthly Personal Care Assistance Benefit we pay will be equal to the amount of your net monthly payment, up to a maximum of [\$1,000-5,000] per month.

Personal Care Assistance Benefits end on the earliest of the following dates:

1. The date you cease to be considered continuously in need of personal care assistance.
2. The date on which you have received Personal Care Assistance Benefit payments for [24-120] months.

The provisions of your Coverage under the Group Policy that apply to the payment of LTD benefits apply also to the payment of Personal Care Assistance Benefits.

**Personal Care Assistance - You will be considered in need of personal care assistance if:**

1. **You have a cognitive impairment; or**
2. **You have a terminal illness; or**
3. **You require active, hands-on help from another person to perform two or more activities of daily living; and**
4. **You are unable to engage in any substantial gainful activity for which you maybe qualified by education, training, or experience.]**

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **PERSONAL CARE ASSISTANCE BENEFIT (Continued)**

#### **Activities of daily living (ADL) means:**

- **Bathing - the ability to wash oneself in either a tub or shower, or by sponge bath; including the tasks of getting into and out of the tub or shower with or without the assistance of equipment;**
- **Dressing - the ability to put on, take off, and secure all necessary and appropriate items of clothing and any necessary braces or artificial limbs;**
- **Toileting - the ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene with or without the assistance of equipment;**
- **Transferring - the ability to move in and out of a bed, chair or wheelchair with or without the assistance of equipment;**
- **Mobility - the ability to walk or wheel on a level surface from one room to another with or without the assistance of equipment;**
- **Eating - the ability to get nourishment into the body by any means once it has been prepared and made available to one with or without the assistance of equipment.**

**Cognitive impairment means you have a deterioration or loss in intellectual capacity, resulting from injury, sickness, Alzheimer's disease or similar forms of irreversible dementia and you need another person's active help or verbal guidance for your own protection or for the protection of others. The deterioration or loss will be based on clinical evidence and/or clinical tests, according to generally accepted medical standards, that reliably measure your impairment.**

**Terminal illness means a diagnosed illness that, according to generally accepted medical standards, is expected to result in death within six months.]**



## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **EMPLOYEE ASSISTANCE PROGRAM BENEFIT**

We will provide you and your dependents access to an Employee Assistance Program (EAP) designed to assist you with problems of daily living.

You can call and request assistance for virtually any personal or professional issue, from helping find a day care or transportation for an elderly parent, to researching possible colleges for a child, to helping to deal with the stress of the workplace. [Services include up to three face-to-face counseling sessions per person per year.] This Employee Assistance Program is available for everyday issues as well as crisis support.

This Employee Assistance Program can be accessed by a toll-free number available 24 hours a day, 7 days a week or on-line through a website. More information about this program can be obtained through your employer.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **CONVERSION PRIVILEGE**

You may convert your group Long Term Disability coverage to a personal plan of long term disability insurance coverage if your Long Term Disability coverage under the group policy terminates for any of the following reasons:

1. You resign;
2. You are terminated for cause;
3. You are laid-off; or
4. You go on a leave of absence.

You do not have to supply medical evidence of your insurability to convert your Long Term Disability coverage. You must have been covered for at least 12 consecutive months prior to your coverage terminating under the group policy. The 12 months can be a combination of coverage under the group policy or a prior plan of group long term disability coverage, whether insured or self-funded, sponsored by your employer.

You must apply for conversion of your group Long Term Disability coverage within 31 days after termination of coverage under the group policy. The benefits and amounts of insurance under the conversion coverage may differ from those under the group policy. We reserve the right to have your conversion coverage issued by another insurance company. Your long term disability conversion insurance coverage will become effective on the day after your Long Term Disability coverage ends under the group policy.

You may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance if your coverage terminates for any of the following reasons:

1. Termination of the group policy;
2. The group policy is amended to exclude from coverage the class of employees to which you belong;
3. You no longer belong to a class eligible for coverage under the group policy;
4. You retire;
5. You fail to pay any contributions required for your coverage; or
6. You are disabled under the terms of the group policy.

If you become covered for long term disability benefits under another group plan within 31 days after termination of your coverage under the group policy, you may not convert your coverage under the group policy to coverage under a personal plan of long term disability insurance.]

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### TERMINAL ILLNESS BENEFIT

#### **WHAT BENEFITS MAY BE PAYABLE TO YOU IF YOU ARE DIAGNOSED AS TERMINALLY ILL?**

If we receive certified written proof that you are terminally ill, and you:

- Have been disabled for at least [180-365] consecutive days;
- Are receiving an LTD benefit from us; and
- Make a written request for this benefit;

We will pay you a lump sum Terminal Illness Benefit.

**Certified Written Proof** means a signed certification made by a doctor attesting that you are Terminally Ill.

**Written Request** means a request made, in writing, by you to us.

We may, at our option, confirm the terminal illness diagnosis with a second medical exam performed at our own expense.

The Terminal Illness Benefit:

- Will be an amount equal to [3/6/12/24] times your [gross] [net] LTD benefit payment;
- Is payable one time only;
- Is payable to you only while you are alive; and
- Is payable in addition to the LTD benefit otherwise payable under this plan for your disability.

**Terminally Ill or Terminal Illness**, for the purposes of this benefit, means you have a sickness or injury that is certified by a doctor to reasonably be expected to result in death in less than [six-twelve] months.]

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN

### MINIMUM INDEMNITY BENEFIT

#### **WHAT BENEFITS MAY BE PAYABLE TO YOU IF YOU ARE INJURED AND SUFFER A PERSONAL LOSS BECAUSE OF AN ACCIDENT?**

If you suffer any one of the losses listed below from an accident resulting in an injury, we will pay a guaranteed minimum number of monthly payments, as shown below if:

- Your loss occurred within [90/180] days of the accident;
- The loss is a direct result of the Injury sustained in the accident; and
- You live past the LTD plan's elimination period.

<b>For Loss of:</b>	<b>Number of Monthly</b>
<b>Payments:</b>	
Both Hands.....	46 Months
Both Feet .....	46 Months
Entire Sight in Both Eyes.....	46 Months
Hearing in Both Ears .....	46 Months
Speech .....	46 Months
One Hand and One Foot .....	46 Months
One Hand and Entire Sight in One Eye .....	46 Months
One Foot and Entire Sight in One Eye.....	46 Months
One Arm .....	35 Months
One Leg.....	35 Months
One Hand .....	23 Months
One Foot.....	23 Months
Entire Sight in One Eye .....	15 Months
Hearing in One Ear.....	15 Months

Loss or losses for:

- Hand or foot, means the complete severance through or above the wrist or ankle joint;
- Arm or leg, means the complete severance through or above the elbow or knee joint; and
- Sight, speech or hearing, means total and irrecoverable loss thereof.

If more than one (1) loss results from any one accident, payment will be made for the loss for which the greatest number of monthly payments is provided according to the schedule above.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **MINIMUM INDEMNITY BENEFIT (Continued)**

The Minimum Indemnity Benefit is payable to you in lieu of the LTD benefit and any other benefits that may be payable for disability under the LTD plan. The amount payable is the gross monthly benefit otherwise payable, and the benefit begins at the end of the [90-180 day] LTD elimination period.

You do not have to be disabled, as defined by this plan, in order to be eligible for Minimum Indemnity Benefits. Monthly payments due to you under the terms of this Minimum Indemnity Benefit provision will not cease if you return to active work.

If you die after we begin paying monthly payments, but before the Minimum Indemnity Benefit has been paid according to the schedule above, the balance remaining at the time of your death will be paid to your estate.

After you have received the number of monthly payments shown in the schedule above, benefits may continue to be payable, as long as you are disabled and meet all requirements for payment of LTD benefits under the plan. Continued benefits will be subject to the maximum payment duration shown on the PLAN HIGHLIGHTS page.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **COBRA PREMIUM REIMBURSEMENT BENEFIT**

#### **WILL WE PAY AN ADDITIONAL BENEFIT FOR YOUR COBRA PREMIUM REIMBURSEMENT?**

If you are disabled, receiving an LTD benefit from us, and are enrolled in a medical [and/or dental] plan sponsored by your employer, then you may be eligible to receive a monthly COBRA Premium Reimbursement Benefit. This benefit will be in addition to your regular LTD benefit payment received under the plan, provided that as a result of your disability, you have elected COBRA continuation of your medical [and/or dental] coverage that is now in effect [and your dependents' medical [or dental] coverage].

**COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985, as then constituted and later amended.

The additional monthly amount payable under this provision will be the lesser of:

- [\$100-\$5,000]; or
- The amount of the monthly COBRA premium required to continue your medical [and/or dental] coverage [and your dependent's medical [and/or dental] coverage in force].

Before you can receive a COBRA premium reimbursement benefit, you must provide proof satisfactory to us that COBRA continuation of your medical [and/or dental] coverage is in effect for you [and your dependents]. As part of the proof of coverage, we require you to send us confirmation of COBRA coverage and premium payments, including, but not limited to, your initial COBRA election form and a copy of your initial monthly COBRA premium payment. Thereafter, we require satisfactory proof on a [monthly/quarterly] basis that you are making premium payments to your employer as required to keep your [and your dependents'] COBRA coverage in force.

We will stop paying this COBRA Premium Reimbursement Benefit on the earlier of:

- The date you are no longer disabled;
- The date you are no longer eligible for COBRA continuation of your medical [and/or dental] coverage;
- The date your monthly work earnings from any rehabilitative employment, plus your gross monthly benefit, and the monthly amounts payable under this provision, exceed 100% of your monthly [indexed] covered pre-disability earnings;
- The date you fail to provide us with the required proof that you are making premium payments to your Employer or another source as required to keep your COBRA coverage in force;
- The date you have received [12/18/24/29/36] months of COBRA Premium Reimbursement Benefit payments;
- The date you stop receiving LTD benefit payments from us under this plan; or
- The date the maximum payment duration under this plan has been reached.]

EE-6-20 1 of 2 Rev. 12/14

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **COBRA PREMIUM REIMBURSEMENT BENEFIT (Continued)**

#### **PRORATED BENEFIT PAYMENT**

If you discontinue making premium payments to your employer or other source to keep your COBRA coverage in force, then any amounts due to you or refundable to us will be prorated and calculated based on the following formula:

- 1/30<sup>th</sup> of the monthly COBRA Premium Reimbursement Benefit is payable for each day of a period of disability that is less than a full month.

In the event we pay you an amount that exceeds the amount actually due to you under the terms of this COBRA Premium Reimbursement Benefit, we reserve the right to recover the amount of such overpayment. This right of recovery includes deduction of such overpayment amount from any other benefits that may be payable to you under this plan, including the amount of any minimum monthly payment otherwise payable.

#### **IMPORTANT NOTICE**

##### **THIS BENEFIT DOES NOT PROVIDE COBRA CONTINUATION RIGHTS**

This benefit does not guarantee you any rights to continue your [and your dependents'] medical and/or dental coverage under COBRA. Your employer is responsible for providing full and complete notice to you of any COBRA continuation rights you [and your dependents] may have regarding medical and/or dental coverage. Any election you may wish to make for continuing your [and your dependents] medical and/or dental coverage under COBRA must be made through your employer. The availability of this COBRA Premium Reimbursement Benefit does not affect the requirement that any medical and/or dental coverage you [and your dependents] may want to continue under COBRA must be elected through your employer.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **STUDENT LOAN REPAYMENT BENEFIT**

#### **WHEN WILL WE MAKE BENEFIT PAYMENTS FOR YOUR STUDENT LOANS?**

If you become disabled, are receiving an LTD benefit from us, and are unable to return to work [or your residency program], as determined by us, you will be eligible for the Student Loan Repayment Benefit if the following conditions are met:

- You are disabled under the terms of the plan and unable to return to work [or your residency program as determined by us]; and
- You provide acceptable proof of your unpaid liability for the applicable student loan.

The amount of the monthly student loan repayment benefit will be equal to the lesser of:

- The total amount of the required monthly payment under the student loan(s); or
- [\$1,000/\$1,500/\$2,000/\$2,500].

The maximum amount of the student loan for which we may pay benefits under this provision is equal to the lesser of:

- The total amount of your student loan(s) at the time of your disability, less any amount you repaid or that was eligible to be waived, insured, deferred or otherwise mitigated by the lender; or
- [\$75,000-\$100,000, \$125,000, \$150,000, \$175,000].

You are required to apply for any student loan repayment waiver, insurance, deferral or mitigation for which you may be eligible and to provide us with acceptable written proof of such application, as well as documentation regarding the status of such application.]



## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT**

#### **WHAT HAPPENS IF YOU ARE DIAGNOSED WITH AN INFECTIOUS AND CONTAGIOUS DISEASE, SUFFER AN INCOME LOSS AS A RESULT, BUT ARE NOT DISABLED UNDER THE TERMS OF THE PLAN?**

We will pay you a monthly amount if you [complete the elimination period under the LTD plan, and you] are diagnosed with an Infectious and Contagious Disease, subject to all the following conditions:

- You must be diagnosed by a doctor for a infectious and contagious disease and provide the proof confirming the presence of the disease including, but not limited to:
  - Clinical criteria that indicates the presence of the pathognomic features of the disease;
  - Radiological criteria when pathognomic or confirmatory evidence is required;
  - Laboratory findings according to current national standards including but not limited to hematological or microbial analysis;
    - Qualitative - identification of specific strains and subtypes of organism that correlates with exposure;
    - Quantitative - a sufficient amount of the infectious agent must be present where relevant according to current national standards;
  - Immunological; and
  - Biochemical.
- You must have been: (a) in an eligible class for insurance for [6-12] or more months; and (b) performing the material and substantial duties of your regular occupation, prior to being diagnosed with an infectious and contagious disease;
- You are not disabled, but one or more of the following has occurred:
  - Your license to practice your regular occupation has been revoked because of the disease; or
  - You or your license have limitations or restrictions imposed because of the disease, and as a result you are unable to perform all of the material and substantial duties of your regular occupation; or
  - It has been disclosed that you are infected with an infectious and contagious disease;
- You have never refused to be immunized against the infectious and contagious disease for which you are claiming this benefit;
- Your medical condition must be reasonably considered to pose a serious risk to those you come into contact with in the performance of your regular occupation; and
- You must have been administratively relieved of performing one or more of the material and substantial duties of your regular occupation by the employer or a state licensing board[, with corresponding adjustment to your malpractice insurance]; and
- You must provide written proof of loss of income at least equal to [20%-50%] of your monthly pre-disability earnings following disclosure of your medical condition.]

## [SECTION 6: ADDITIONS TO YOUR LTD PLAN]

### INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT (Continued)

**Infectious and Contagious Disease** means a disease classified by the Centers for Disease Control and Prevention (CDC) as: (a) infectious and contagious; and (b) potentially life threatening to those who come in contact with the infected person.

The monthly amount payable is shown below, and is subject to periodic proof that you continue to:

- Be restricted in the performance of the material and substantial duties of your regular occupation by the employer or a state licensing board; and
- Suffer a [20-40%] or more loss of income [throughout the elimination period] due to disclosure of your medical condition.

### **HOW WILL YOUR INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT PAYMENTS BE CALCULATED?**

The monthly amount payable will be calculated as follows: (A divided by B) x C where:

- A = Your [indexed] monthly pre-disability earnings minus any current monthly income you earn or receive from any form of employment [or monthly income you could have earned from working to your maximum capacity while you are disabled].
- B = Your [indexed] monthly pre-disability earnings.
- C = Your gross monthly benefit.

### **WHEN WILL YOUR INFECTIOUS AND CONTAGIOUS DISEASE BENEFIT PAYMENTS END?**

Your Infectious and Contagious Disease Benefit payments will end on the earliest of the following dates:

- The date you are disabled as defined by this plan;
- The date you are reinstated by the employer or state licensing board in the performance of the material and substantial duties of your regular occupation[, with corresponding adjustment to your malpractice insurance];
- The date we determine you have not made every effort to continue to work in your regular occupation [on a full-time basis];
- The date you die;
- The date your current monthly income is [50%-99%] or more of your [indexed] monthly pre-disability earnings;
- The date you no longer participate with us in seeking and applying for suitable alternate work based on your training, education, experience, and comparable income;
- The end of the LTD plan's maximum payment duration; or
- The end of [5-10 years] from the date that payments under this benefit began.

All other terms and provisions of the plan will apply other than as stated in this provision.]

## **[SECTION 6: ADDITIONS TO YOUR LTD PLAN**

### **WELLNESS SCREENING BENEFIT**

We will pay you [\$25/\$40/\$50] per calendar year if you provide proof satisfactory to us that you had a wellness screening test performed while covered under the plan. This benefit is payable for only one wellness screening test performed during a calendar year.

This benefit will be paid provided the plan is in force and you remain covered under the plan. The benefit will be paid regardless of the results of the wellness screening test. The Wellness Screening Benefit is paid in addition to any other payments you receive under the plan.

Your notice of claim should be given to us within 30 days after the date you underwent a wellness screening test, subject to any extensions provided under the WHEN DO YOU NOTIFY US OF A CLAIM? provision. All other terms of the claim information provisions of the plan apply.

You must send proof of your claim no later than 90 days after the date the wellness screening test was performed, subject to any extensions provided under the WHEN DO YOU NEED TO GIVE US PROOF OF YOUR CLAIM? provision. For the Wellness Screening Benefit, your notice and proof of claim must only show that you underwent a wellness screening test. The notice and proof of claim must be in a form acceptable to us.

Once your claim has been approved, we will send a lump sum Wellness Screening Benefit payment to you.

All other provisions of the policy not specifically changed by the provision of this benefit apply to this benefit.

#### **Wellness screening test means:**

- [stress test on a bicycle or treadmill]
- [fasting blood glucose test]
- [blood test for triglycerides]
- [serum cholesterol test to determine level of HDL and LDL]
- [breast ultrasound]
- [CA15-3 (blood test for breast cancer)]
- [CA 125 (blood test for ovarian cancer)]
- [CEA (blood test for colon cancer)]
- [chest x-ray]
- [colonoscopy]
- [flexible sigmoidoscopy]
- [hemocult stool analysis]
- [mammography]
- [pap smear]
- [PSA (blood test for prostate cancer)]
- [serum protein electrophoresis (blood test for myeloma)]
- [thermography].]

EE-6-23 Rev. 12/14

## **[SECTION 6: ADDITIONS TO YOUR STD PLAN**

### **LUMP SUM SURVIVOR BENEFIT**

#### **WHAT BENEFITS MAY BE PAYABLE TO YOUR SURVIVOR IF YOU DIE?**

If we receive proof of your death while you were receiving an STD weekly benefit payment from us, we will pay a one-time lump sum benefit to your eligible survivor. This benefit will be equal to 3 times your last [gross] [net] weekly benefit payment. We will first apply this benefit to any overpayment which may exist on your claim.

**Gross weekly benefit means the benefit amount before any reductions for other income benefits and earnings.**

**Net weekly benefit means the benefit amount after any reductions for other income benefits and earnings.**

#### **WHO ARE YOUR ELIGIBLE SURVIVORS?**

Your spouse, if living, otherwise your children who are under age 25. If you do not have any eligible survivors, payment will be made to your estate. If there is no estate, then no payment will be made.

Payments becoming due to your children will be made to:

- The children; or
- A person we name to receive payments on behalf of your children.

This payment will be valid and effective against all claims by others representing or claiming to represent your children.]

EE-6-24 Rev 12/14

## **[SECTION 6: ADDITIONS TO YOUR STD PLAN**

### **REASONABLE ACCOMMODATION BENEFIT**

If you are disabled and are receiving an STD weekly benefit payment from us, an additional Reasonable Accommodation Benefit may be payable to the employer for your benefit. We will reimburse the employer for up to 100% of reasonable costs the employer incurs through modifications to the workplace to accommodate your return to work and to assist you in remaining at work.

- The amount we pay will not exceed a maximum of [\$500-2,000] for any one employee.

To qualify for this reimbursement, you must have:

- A disability preventing you from performing some or all of the material and substantial duties of your regular occupation;
- The physical and mental abilities needed to perform some or all of the material and substantial duties of your regular or a gainful occupation, but only with the assistance of the proposed reasonable accommodation; and
- The reasonable expectation of returning to active employment and remaining in active employment with the assistance of the proposed reasonable accommodation.

The employer must give us a written proposal on the proposed reasonable accommodation. This proposal must include:

- Input from the employer, you and your doctor;
- The purpose of the proposed reasonable accommodation;
- The expected completion date of the reasonable accommodation;
- The cost of the reasonable accommodation.

Any proposal is subject to our approval and the approval of the Employer and you prior to any reimbursement being paid. We will reimburse the costs of the reasonable accommodation when we:

- Approve the proposal in writing
- Receive proof from the employer that the reasonable accommodation is complete
- Receive proof of the costs incurred by the employer for the reasonable accommodation.

At our option, we may pay this amount directly to you, as long as we are given proof that the amount we pay will be used to assist the employer in making reasonable accommodations for you.]

## [SECTION 6: ADDITIONS TO YOUR STD PLAN]

### REHABILITATION INCENTIVE BENEFIT

We will pay an additional Rehabilitation Incentive Benefit equal to [5%-10%] of your gross STD weekly benefit payment, not to exceed a maximum of [\$50-\$250] per week, if you meet all of the following:

- You are disabled;
- You are receiving an STD weekly benefit payment from us; and
- You are working as part of an approved rehabilitation program.

Rehabilitation Incentive Benefits are payable while you are participating in the approved rehabilitation program. Rehabilitation Incentive Benefits are payable in addition to your benefit for disability.

**Rehabilitation Program** means:

- Work in any occupation which your training, education or experience will reasonably allow; and/or
- Vocational services and other services we find reasonably needed to assist you in returning to active employment either full-time or part-time.

The rehabilitation program must be supervised by a physician or a qualified rehabilitation specialist approved by us. The rehabilitation program may include work performed while disabled, but does not include performing all the material duties of your regular occupation on a full-time basis.]

## **[SECTION 6: ADDITIONS TO YOUR [STD] [and] [LTD] PLAN**

### **PORTABILITY**

#### **WHEN ARE YOU ELIGIBLE TO CONTINUE YOUR [STD] [LTD] COVERAGE AFTER YOUR EMPLOYMENT ENDS?**

If your coverage under the [STD][LTD] plan would end because your employment with the employer ends, then you may choose to continue your current level of [STD] [LTD] coverage for up to [6-24] months. In order to exercise this option to continue your coverage, you must be insured under the [STD] [LTD] plan for at least 12 months prior to the date your employment ends.

Portability provides the same coverage that you had immediately prior to the date of your termination of employment[; however, [except for the Lump Sum Survivor Benefit,] no additional benefits listed in Section 6 are available under the Portability coverage].

You are not eligible to continue your coverage as described under this Portability provision if:

- You are disabled under the terms of the [STD] [LTD] plan;
- You have recovered from a disability under the terms of the [STD] [LTD] plan, but did not choose to return to work with the employer;
- You failed to pay premium for the cost of your [STD] [LTD] coverage;
- You retire;
- You are on an approved leave of absence;
- You are or become covered under another group short term disability or long term disability plan; or
- The group policy or [STD] [LTD] plan terminates.

**Retire means you have concluded your working career on a full-time basis and:**

- **you are receiving payments from a governmental retirement plan or any employer retirement plan as recognition of past service; or**
- **you are receiving Social Security Retirement benefits; or**
- **you are no longer seeking active, full-time employment.**

#### **HOW DO YOU APPLY TO CONTINUE YOUR COVERAGE?**

You must send a written application to us within 31 days after the date your coverage under the [STD] [LTD] plan would end. You do not need to provide evidence of insurability with your application. Your coverage will continue in effect for [6-24] months provided you pay the cost of your coverage. The premium for Portability is based on your age and the premium rate in effect on the date of your application for Portability. Your first payment of premium and a Portability application fee must be sent to us no later than 31 days after the date your coverage under the [STD] [LTD] plan would end. The effective date for your Portability coverage is the date immediately following the date of your termination.

EE-6-27 Rev 12/14

## **[SECTION 6: ADDITIONS TO YOUR [STD][and][LTD] PLAN**

### **PORTABILITY (Continued)**

#### **WHEN DOES YOUR CONTINUED COVERAGE END?**

The coverage you continue after the date your employment ends, as described under this Portability provision, will end on the earliest of the following dates:

- the date you fail to pay any required premium;
- the date you retire;
- the date you request termination of coverage, but not prior to the date of the request;
- [the date the group policy or the [STD] [LTD] plan terminates;]
- the date you become insured under any other group short term disability or long term disability plan;
- the date you enter active military service for any country, except for temporary duty of 30 days or less;
- the date you are considered to reside outside the United States [or Canada] [or Mexico]. You will be considered to reside outside of these countries if you have been outside the United States [or Canada] [or Mexico] for a total period of 6 months or more during any twelve consecutive months of disability benefits;
- the date following [6-24] months of coverage.]



Employer Name	Group Number
Your Name (Last, First, Middle Initial)	Social Security Number

1. Are you now actively employed on a full-time basis?                      yes                      no  
How many hours are you regularly scheduled to work per week? \_\_\_\_\_
2. In the last 5 years have you applied for insurance which was declined, postponed, modified, rated, canceled or denied renewal? \_\_\_\_\_
3. Do you now have or have you in the last 5 years had any ailment or injury of the following organs or disease or sickness listed below?

yes	no		yes	no		yes	no	
		Brain/nervous system			Kidney Stone			Paralysis or epilepsy
		Blood or pus in urine			Convulsions or fainting			Albumin in urine
		Lungs, bronchitis, asthma			Sugar or casts in urine			Tuberculosis, blood spitting
		Cancer, tumor , goiter			Anemia, diabetes, gout			Heart disorder or chest pains
		Arthritis, neuritis			High blood pressure			Arteriosclerosis, varicose veins
		Rheumatism			Bone or joint disorder			Liver, gall bladder, jaundice
		Stomach, ulcers, indigestion			Disease of eyes or ears			Rectum or hernia
		Back problem			Chronic diarrhea			Kidney, bladder, prostate
		Mental or nervous condition			Chronic Fatigue Syndrome			Crohn's Disease
		or emotional disorder			Hepatitis			Stroke (Hemiparesis/Hemiplegia)
		Myasthenia Gravis or			Muscular Dystrophy			Multiple Sclerosis
		muscular disease			Hodgkin's Disease			Systemic Lupus Erythematosis (SLE)
- 3a. Have you been medically diagnosed or medically treated in the last 5 years for Acquired Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC), Lymphadenopathy Syndrome or any other immune system disorder?                      yes                      no
- 3b. Have you ever been medically treated for drug or alcohol dependency or abuse?                      yes                      no
- 3c. Have you been medically diagnosed or medically treated in the last 5 years for any condition not listed above?                      yes                      no  
If so, identify the condition here: \_\_\_\_\_
4. Are you at the present time taking medication or under your doctor's care for any condition?                      yes                      no
5. If answers to question 2, 3, 3a, 3b, 3c or 4 are "yes", please attach a description in which you identify the answer by number and explain medical histories in terms of the following. You may offer any additional explanation you feel necessary.
  - A Dates, durations, and the number of attacks and/or episodes.
  - B How did the physician, psychiatrist, psychologist, chiropractor, counselor or other medical practitioner describe the condition to you (diagnosis)?
  - C What treatment, therapy, medication or advice was given?
  - D Describe fully any special examinations, X-rays or lab tests that may have been performed and state results, if known to you.
  - E If condition is related to blood pressure, give recent reading.
  - F Date all treatment was discontinued or date of complete cure.
  - G Give names and addresses of all attending physicians, medical practitioners or specialists and/or facilities.
6. Are you now pregnant?                      yes                      no
7. Height \_\_\_\_\_ Weight \_\_\_\_\_ male                      female
8. Date of Birth \_\_\_\_\_

I certify that I have read, or have had read to me, the completed application and that I realize that any false statement or misrepresentation in the application may result in loss of coverage under the contract.

**FRAUD WARNING:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. The statements above are true to the best of my knowledge and belief, and I agree they shall form a part of the contract for which is applied. The insurance requested with this Evidence of Insurability form will not be effective until approved by the Home Office of Nippon Life Insurance Company of America. I hereby certify that I have received a copy of this form.

Employee Signature Required	Date Signed
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**NIPPON LIFE INSURANCE COMPANY OF AMERICA**  
**INFORMATION PRACTICES NOTICE**

To help us determine your eligibility for group insurance, we may request information about you from other persons and organizations. For example, we may request information from your doctor or hospital, other insurance companies, consumer reporting agencies, employers, or the Medical Information Bureau, Inc. (MIB). We will use the authorization you signed on the front side of this form when we seek this information.

**MIB (MEDICAL INFORMATION BUREAU)**

Information we collect about you is confidential. However, we may make a brief report to the MIB. MIB is a nonprofit corporation. It exchanges information among its member insurance companies. If you later apply to another MIB member company for life or health insurance coverage, or if you submit a claim for benefits to such a member company, MIB will supply the member company with any information it has about you in its files. This will be done only upon the member company's request. We may also release information about you to other insurance companies to whom you have applied for life or health insurance or made claim for benefits.

MIB will disclose any information it has about you at your request.

If you believe that the information MIB has about you is incorrect, you may contact MIB and request a correction. The address of the MIB Information Office is: 50 Braintree Hill Park # 400, Braintree, MA 02184. MIB's telephone number is (781) 329-4500. Your request for correction will be handled by MIB in accordance with the procedures outlined in the Federal Fair Credit Reporting Act.

**FEDERAL FAIR CREDIT REPORTING ACT PRENOTIFICATION**

As part of the underwriting process, we may request an Investigative Consumer Report. These reports are prepared by independent reporting firms. They provide pertinent information about character, general reputation, personal characteristics, health, finances, and mode of living. This information may be obtained through personal interviews with friends, neighbors, associates, or others who know you.

If we request an Investigative Consumer Report, you have the right to ask to be interviewed personally. Upon your written request, you have the right to receive a copy of the report from the reporting company. If a report affects our decision not to approve your application as requested, we will provide you with the name and address of the reporting firm.

**DISCLOSURE TO OTHERS**

The information collected about you is confidential. We will not release any information about you without your authorization except to the extent necessary to conduct our business or as required or permitted by law.

**YOUR RIGHTS**

You have a right to know what information we have about you in our underwriting file. You also have a right to ask us to correct any information you think is incorrect. We will carefully review your request and make changes when justified. If you would like more information about this right or our information practices, please write us.

Nippon Life Insurance Company of America  
Medical Underwriting – STD/LTD Coverage  
PO Box 25951, Shawnee Mission, KS 66225-5951

*Please retain a copy for your records of the Health Statement and this Notice.*

<b>SERFF Tracking #:</b>	NLAM-132209612	<b>State Tracking #:</b>	<b>Company Tracking #:</b>
<b>State:</b>	District of Columbia	<b>Filing Company:</b>	Nippon Life Insurance Company of America
<b>TOI/Sub-TOI:</b>	H11G Group Health - Disability Income/H11G.005 Combined Short Term/Long Term		
<b>Product Name:</b>	Nippon ReNEW2 15 STD and LTD		
<b>Project Name/Number:</b>	/		

## Supporting Document Schedules

<b>Satisfied - Item:</b>	Additional Supporting Documentation
<b>Comments:</b>	
<b>Attachment(s):</b>	Submission Letter.pdf Certification of Readability.pdf Nippon STD - LTD ReNEW2 SOV 2018.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/04/2020
<b>Satisfied - Item:</b>	District of Columbia Life and Health Insurance Guaranty Association notice
<b>Comments:</b>	
<b>Attachment(s):</b>	NC 20192-1 DC.pdf
<b>Item Status:</b>	APPROVED
<b>Status Date:</b>	02/04/2020

January 13, 2020

Government of the District of Columbia  
Dept. of Insurance and Securities Regulation  
Insurance Products Division  
810 First Street, N.E., Suite 701  
Washington, D.C. 20002

RE Nippon Life Insurance Company of America (Nippon Life Benefits)  
NAIC No. 81264; FEIN No. 04-2509896

**Group Disability Insurance**

NLI-STD-LTD-POL-2015    Group Disability Income Policy  
NLI-STD-LTD-BKL-2015    Group Disability Income Certificate  
NC 20112                Evidence of Insurability for Group Disability Insurance

SERFF# NLAM-132209612

Enclosed for your approval is Group Disability Income Insurance Policy Form NLI-STD/LTD-POL-2015, together with related forms.

These do not replace previously filed forms and will become effective upon approval.

Group Policy form NLI-STD/LTD-POL-2015 and Group Disability Income Insurance Certificate form NLI-STD/LTD-BKL-2015 provide Group Short and Long Term Disability Insurance, forms of Group Accident and Health Insurance. There is no deviation from generally accepted standard insurance practices. Standard variable provisions are noted in the text of the Group Policy and Certificate; the attached Statement of Variability explains the type of variables which may be used. Evidence of Insurability form NC 20112 KS will be used with this Policy and Certificate and is included for your review and approval.

This group insurance product will be marketed through agents and brokers to groups traditionally regarded as eligible for group accident and health insurance coverage. Most group policies will be issued to employer policyholders to cover their employees.

For the corresponding rate submission, please refer to SERFF Tracking # HARP-132199580, which was submitted on January 13, 2020.

The forms are in final printed format as issued from a laser printer. We, however, use different computer publishing systems. Therefore, actual issued forms may have a different font style than the submitted forms. As a result, page breaks may occur at different lines and line wording may not match up exactly. The wording and its order, however, will remain identical. We do not anticipate re-filing for such font style variation.

Submission Letter dated January 13, 2020, Page 2

To the best of our knowledge and belief, this filing does not contain any unusual or possible controversial items from normal company or industry standards.

We respectfully request your favorable review and approval of this filing. Thank you for your consideration of this submission. If you have questions on any part of the submission, please contact me at the phone number or e-mail address shown below.

Sincerely,



Ms. Denise Rethamel, Sr. Compliance Analyst  
Nippon Life Insurance Company of America  
666 Walnut St. #1549  
Des Moines, Iowa 50309  
Phone: 515-400-0032  
E-mail: d-rethamel@nipponlifebenefits.com

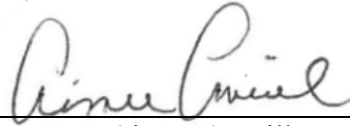
**DISTRICT OF COLUMBIA  
DEPARTMENT OF INSURANCE**

**CERTIFICATION OF READABILITY**

RE NLI-STD/LTD-POL-2015 and NLI-STD/LTD-BKL-2015

I, Aimee Averill, an Officer of Nippon Life Insurance Company of America hereby certify to the best of my knowledge and belief that each form submitted is in full compliance with District of Columbia Insurance Codes §31-4725, §31-4726.

NIPPON LIFE INSURANCE COMPANY OF AMERICA



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Aimee Averill  
Senior Vice President, Service, IT Strategy &  
Project Management

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January 13, 2020

Date

**Nippon Life Insurance Company of America®**  
**STATEMENT OF VARIABLES**  
**Group Policy NLI-STD/LTD-POL-2015**  
**and Certificate NLI-STD/LTD-BKL-2015**

Applicable to the Policy/Certificate form, in general:

1. Filed text may be included or omitted or transferred to another page and document format may vary according to a policyholder's plan. Provisions and statements that are not applicable to a policyholder's plan will be omitted.
2. Headings may be added to clarify a plan. For example: adding class information for multiple plan offerings.
3. The separate pages for short term disability and long term disability may be merged into one document labeled short term and long term disability.
4. The title of specific acts/laws may change if the title of the law/act is changed by law.
5. Variable data is indicated by brackets in the filing document. Please note:
  - Most numeric ranges are shown right in the filing document. Instead of including a numeric range, the actual numeric options may instead be included in brackets in the filing document, such as "\$2,000/\$3,000/\$5,000" or "[60, 90 or 180]." If the entire range is shown in brackets in the filing document, or the actual numeric options are included in brackets, that range or those numeric options are not included or explained again in this variability statement.
  - All variable ranges and benefit options are bracketed. For some of the variability, all options are included in brackets right in the filing document, in which case they are not also included or explained in this variability statement (unless we feel an explanation will help to clarify our intent). If only one option is included in brackets in the filing document, then any variability for that bracketed text is described in this variability statement.
  - Text and numbers which are bracketed with no explanation of any alternative language, designates that the language is either "in" or "out" of the contract, as is. This includes entire pages and provisions that are bracketed; this means that the entire page or provision may either be included as is, subject to any variability described in this statement, or will not be included if not applicable to the issued plan design.
  - Note that if the entire page is bracketed (which means that it will either be included as is, subject to any additional variability noted in this statement, or it will not be included at all), the first bracket appears at the top of the page and the ending bracket appears after the end of the last sentence.
  - Any "Filing Notes" in the filing documents are there for filing clarification purposes only and will not be included in any issued policy or certificate.
7. Additional variations not shown in the enclosed policy form may be agreed upon as a result of negotiations between the Insurance Company and the Policyholder. However, we will not agree to any provision which is, to the best of our knowledge and belief, ambiguous or unclear, or inconsistent with any law or regulation of the state or federal government.
8. We may issue certificates in a foreign language, based on a direct translation of the filed wording.
9. The attached policy forms are submitted in 10 point type on 8 1/2 by 11 pages. We may print the same text in a booklet format (5 1/2 by 8 1/2 pages), if requested by the Policyholder. Final printed forms will be issued in at least 10 point type.
10. The numbers referenced below are the internal code numbers used in these forms for specific pages and provisions. They can be found on the bottom right-hand side of each page in the Policy and Certificate. They are described below in the same order as found in the Policy and Certificate.

## **POLICY: NLI-STD/LTD-POL-2015**

ER-1

1. The fields for Policyholder, Policy Number, Policy Effective Date, Policy Anniversary Date, and State of Policy Issue are variable to show the specifics for each policy that is issued.

### **POLICY DETAILS**

NOTE: Entire pages of ER-3S and ER-3L are bracketed; ER-3S will be used for STD and ER-3L will be used for LTD.

ER-3S, ER-3L

1. Plan effective date is variable to show the date that STD coverage is included in the complete benefits package.
2. Divisions. Subsidiaries or Affiliate Companies is variable to include the names/locations of such entities.
3. Initial Rate is variable to show the rate for a specific employer's plan. The Initial Rate may be shown as 'x.xx% of total covered payroll', a rate per \$x.xx of weekly benefit, or a rate by indemnity amount. In situations where employees can choose varying amounts of coverage, the rate is determined from a rate table.
4. Rate Guarantee - the bracketed date will show the duration of the initial rate guarantee, usually 1-3 years.  
In the Rate Guarantee text the number of employees insured by a plan percentage may be between 10% and 25%.

Entire pages of ER-4S and ER-V-4S are bracketed; ER-4S will be used for STD; ER-V-4S will be used for VSTD.

ER-4S, ER-V-4S, ER-4L

1. When do you need to pay premium - the bracketed text reflects the day premium is due. This is usually the 1st day of the month, but may vary for each policyholder.
2. Regarding when premium payments will be waived: The bracketed text will be removed if the option is not selected, or if there is more than one bracketed option, only one option will be included. In addition, instead of after the first of the month, waiver of premium may applied on the first payroll period following the date of disability.

### **EMPLOYER PROVISIONS**

NOTE: ER-6 and ER-7 will be used for all standard STD and LTD plans; ER-V-6 and ER-7 will be used for all voluntary plans; ER-6SG and ER-7SG will be used for STD and LTD small group coverage.

ER-6/ER-V-6

1. The 3rd and 4th bullets shown on this page may be removed to reflect a contributory and a non-contributory plan.
3. The bracketed text on ER-V-6 may be completely removed, and replaced with (1) less than 25% of the employees eligible for coverage are participating in a plan, and (2) the participation falls below less than 10 of the employees eligible for coverage. The reference to 15% may be changed to an amount between 15% and 25%.

## **CERTIFICATE: NLI-STD/LTD-BKL-2015**

C-1

1. The fields for Your Name, Policy Number, Policyholder, and Effective Date are variable to show the specifics for each policy that is issued. "Your name" can be removed. The available coverages on the top of the form are bracketed to indicate that STD only, LTD only, or both STD and LTD can be sold on a particular plan.

### **CERTIFICATE SECTION 1: PLAN HIGHLIGHTS**

NOTE: Only the applicable coverage pages will be included in Section 1, Highlights, according to the sold plan of benefits. (coverages include STD (pages EE-1S-1 and EE-1S-2), VSTD (pages EE-1SV-1 and EE-1SV-2), small group STD (pages EE-1SSG-1 and EE-1SSG-2), LTD or "Choice" LTD (pages EE-1L-1 and EE-1L-2), VLTD (pages EE-1LV-1, EE-1LV-2, and EE-1LV-3), and small group LTD (pages EE-1LSG-1, EE-1LSG-2, and EE-1LSG-3. EE-1LSG-4).

EE-1S-1 STD PLAN HIGHLIGHTS

1. The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.



2. The benefit percentage varies from 40%-100%.
4. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". Offsets with Other Income Benefits are standard but may be excluded.
4. The Maximum Payment Amount varies for amounts up to \$2,500.
5. The Minimum Payment Amount may vary to an amount from \$25-75.
6. In the Elimination Period, the text for 'if disability is due to an injury' may be deleted. The elimination period days generally vary from 0-60 for injury and 7-60 for sickness.
7. The text "If, because of your disability, you are hospital confined, benefits begin immediately." is variable as this is an option that can be purchased by the employer. If not purchased, the text is removed.
8. Standard pre-disability earnings definitions variations appear at the end of this document.
9. Reference to salary continuation or accumulated sick leave will only be included if applicable to a particular employer's plan.

#### EE-1S-2

1. The Maximum Payment Duration varies 9-104 weeks.
2. The Waiting Period is variable to show the period of time for each employer's plan. The time can range from 0 days to 365 days.
3. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.
4. There are two choices as to when premium payments will be waived. The bracketed text will be removed if the option is not selected.

#### EE-1SV-1 VSTD PLAN HIGHLIGHTS

1. The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. Under Weekly Payment, there are two plan choices. Only one option will be shown for any sold case. The benefit percentage varies between 40% and 100%. The maximum benefit amount will be shown in a \$100 increment for amounts between \$350 and \$2500.
5. The Minimum Payment Amount may vary to an amount from \$25-75.
6. In the Elimination Period, the text for 'if disability is due to an injury' may be deleted. The elimination period days generally vary from 0-60 for injury and 7-60 for sickness.
5. The text "If, because of your disability, you are hospital confined, benefits begin immediately." is variable as this is an option that can be purchased by the employer. If not purchased, the text is removed.

#### EE-1SV-2

1. Standard pre-disability earnings definitions variations appear at the end of this document.
2. The Maximum Payment Duration varies 9-104 weeks.
3. The Waiting Period is variable to show the period of time for each employer's plan. The time can range from 0 days to 365 days.
4. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.
5. There are two choices as to when premium payments will be waived. The bracketed text will be removed if the option is not selected.

#### EE-1SSG-1 SMALL GROUP STD PLAN HIGHLIGHTS

1. The description of "Eligible Class" will vary, depending on the specifics of each case. The standard text is "all fulltime employees" but may be modified by Underwriting or Policyholder request. For example, some groups may only want to cover "salaried" employees, thus the definition will read, "All fulltime Salaried employees." If part-time employees are included, this definition might be modified to delete reference to "fulltime." The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. The benefit percentage varies from 20%-70%. Only the appropriate percentage will be included for the plan.
3. The Maximum Payment Amount varies for amounts from \$1,000 up to \$2,500. The optional asterisk may be deleted if there are no offsets to the plan.
4. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". Increment options include \$10, \$25, \$50, Or \$100. The bracketed percentage can vary from 50% to 70%. The maximum can be any amount from \$500 to \$2,500. Offsets with Other Income Benefits are standard but may be excluded.
5. The Minimum Payment Amount may vary to an amount from \$25-75.
6. In the Elimination Period, the text for 'if disability is due to an injury' may be deleted. The elimination period days vary from 0-60 for injury and 7-60 for sickness.
7. Standard pre-disability earnings definitions variations appear at the end of this document.

#### EE-1SSG-2

1. The Maximum Payment Duration varies from 9-104 weeks.
2. The Waiting Period is variable to show the period of time for each employer's plan. Generally the time for current employees is "none", and the time for new employees is "1-6 months". The available range is 0-12 months
3. The Individual Effective Date is variable. Standard text is shown but it may vary depending on the Policyholder's request. Options for the effective date include (1) the first day after the employee completes the waiting period; (2) the first day of the [first-sixth] month after the employee completes the waiting period; (3) the first day of the next payroll period after premium is paid for the employee.
4. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.

#### EE-1L-1, EE-1LV-1, and EE-1LSG-1 LTD, VLTD, AND SMALL GROUP LTD PLAN HIGHLIGHTS

1. The minimum number of hours worked in the Eligible Class description may vary between 15 hours and 40 hours.
2. The benefit percentage varies 40%-70%. If a flat benefit amount is chosen instead of a benefit % up to a maximum payment amount, it will be shown as "Benefit Amount". Offsets with Other Income Benefits are standard but may be excluded.
3. The Maximum Payment Amount varies for amounts up to \$35,000.
4. In the Minimum Payment Amount section, two options are shown. The text for only one option will be included in the plan as determined by the employer's selection.
5. In the Elimination Period, the text for 'sick leave or salary continuation' and 'the date short term disability payments end' may be deleted if not applicable to the sold plan of coverage. The time period may vary between 30 and 180 days.
6. Standard pre-disability earnings definitions variations appear at the end of this document.

#### EE-1L-2, EE-1LV-2, EE-1LV-3, and EE-1LSG-2 LTD, VLTD, AND SMALL GROUP LTD PLAN HIGHLIGHTS

1. Standard Maximum Payment Duration options appear at the end of this document.
2. The Waiting Period is variable to show the period of time for each employer's plan. The time can range from 0 days to 365 days.
3. Each payment arrangement is listed in the Cost of Coverage section. Only one will apply depending upon which party(ies) are paying the cost of the plan.

#### EE-1LSG-3 SMALL GROUP LTD PLAN HIGHLIGHTS

1. Cost of Coverage – the appropriate bracketed wording will be included based on who pays the premium for the coverage.

#### EE-1LSG-4 SMALL GROUP LTD PLAN HIGHLIGHTS

1. The definition of predisability earnings can vary; any filed definition – *see the end of this document for options* - can be used based on request of the policyholder, with Underwriting approval.

### **CERTIFICATE SECTION 2: GENERAL INFORMATION**

#### EE-2-1

1. Employee is variable to incorporate the exact classes of employees and the exact eligible groups according to a policyholder's plan. The term "member" may replace employee.
2. Employer may be replaced with "Association".

### **CERTIFICATE SECTION 3: ELIGIBILITY FOR COVERAGE**

NOTE: Pages EE-3-Summary, EE-3-1, EE-3-2, EE-3-3, EE-3-4, EE-3-5 will be used for all standard STD and LTD plans.

Pages EE-3-Summary, EE-3-1, EE-3SG-2, EE-3SG-3, EE-3-4, EE-3SG-5 will be used for all small group STD and LTD plans.

Pages EE-3C-Summary, EE-3C-1, EE-3C-2N or EE-3C-2C, EE-3C-3, EE-3C-4C or EE-3C-4N, EE-3C-5, EE-3C-6, EE-3C-7 will be used for all choice LTD plans.

Pages EE-3V-Summary, EE-3V-1, EE-3V-2A or EE-3V-2B, EE-3V-3, EE-3V-4, EE-3V-5, EE-3V-6, EE-3V-7 will be used for all VLTD plans.

Pages EE-3SV-Summary, EE-3V-1, EE-3SV-2, EE-3V-3, EE-3SV-4, EE-3SV-5, EE-3SV-6, EE-3V-7 will be used for all VSTD plans.

EE-3-1, EE-3C-1, EE-3V-1, EE-3SV-1

1. The bracketed text around the term Waiting Period may change to incorporate the exact waiting period for the plan.

EE-3-2, EE-3SV-2

1. A section of the bracketed text may be removed to reflect if the plan is contributory or non-contributory.

EE-3-3, EE-3C-5, EE-3V-5, EE-3SV-5

1. The provision “Will your coverage continue if you are on a lay-off or leave of absence” may be changed to include a period of time (e.g. 2 months) in place of ‘through the end of the month following the month in which your layoff or leave of absence begins.

EE-3SV-4

1. Bracketed text will be deleted if not applicable.

EE-3C-3

1. The term Annual enrollment period will show the enrollment period for each employer’s plan.
2. Plan year will be defined to include the date appropriate for the employer’s plan.

EE-3-4, EE-3C-6, EE-3V-6, EE-3SV-6

1. Vary the family and medical leave of absence provisions according to the employer’s policy on family and medical leave and in accordance with the federal or state leave law.

EE-3V-5 and EE-3SV-5

1. The Evidence of Insurability provision may be replaced in its entirety with the following:

#### **WHEN IS EVIDENCE OF INSURABILITY REQUIRED?**

You will need to provide evidence of insurability to us with your application if you:

- apply for coverage more than 31 days after the date you are first eligible to apply;  
OR
- voluntarily terminate your coverage and want to reapply for coverage[;  
OR
- apply for an amount of coverage for which we require proof of insurability].

You must apply for coverage in writing through the employer and use an application form that is satisfactory to us. Your coverage will be effective on the date we approve your application.

**Evidence of insurability means a statement of your medical history which we will use to assess if you will be approved for coverage.**

## **CERTIFICATE SECTION 4: STD BENEFIT SPECIFICS**

### EE-4S/4SV-Summary

The bracketed items will be removed if options are not sold on a specific plan.

NOTE: pages EE-4S-1.1, EE-4S-1.2, EE-4S-1.3, EE-4S-1.4, EE-4S-1.5, and EE-4S-1.6 are all STD definitions of disability; each page is bracketed in its entirety and will be included as is or not at all, depending on the sold plan design. The bracketed ranges are included for earnings tests, and bracketed "reasonable employment option" text is optional and may be excluded.

EE-4S-1.1 Extended regular occupation with residual

EE-4S-1.2 Extended regular occupation with partial

EE-4S-1.3 Extended regular occupation with total

EE-4S-1.4 Extended own job with residual

EE-4S-1.5 Extended own job with partial

EE-4S-1.6 Extended own job with total

NOTE: EE-4S-2.1 will be used for 24-hour (occupational and non-occupational) plans; EE-4S-2.2 will be included for non-occupational STD plans.

### EE-4S-2.1 and EE-4S-2.2 DEFINITION OF DISABILITY – RELATED RULES

1. The appropriate bracketed text will be used depending on whether regular occupation or own job was included in the definition of disability. The earnings tests may be deleted altogether

### EE-4S/4SV-3

1. The bracketed 2<sup>nd</sup> provision may be removed if the sold plan includes VSTD or if it is for total disability STD coverage.
2. The bracketed 3<sup>rd</sup> provision will be removed if the sold plan does not include LTD.

NOTE: Use EE-4S-5.1 for all non-occupational STD plans; use EE-4S-5.2 for all 24 hour (full occupational) STD plans.

### EE-4S-5.1 and EE-4S-5.2 WHEN WILL WE NOT COVER A DISABILITY?

1. All exclusions are standard, but the bracketed text may be omitted.

NOTE: EE-4S-6 will be used for all STD plans except plans with a flat benefit amount, which will use page EE-4S-6.1.

### EE-4S-6 STD CALCULATION PAGES

1. The bracketed heading, "[HOW MUCH WILL OUR WEEKLY PAYMENT BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND [60-80%] OF YOUR PRE-DISABILITY EARNINGS?" and the text that follows in the Certificate will be excluded if the plan is sold with total disability only.
2. In the heading, "IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN [20%-80%] OF YOUR PRE-DISABILITY EARNINGS, THEN NO PAYMENT WILL BE MADE," the bracketed earnings test will match what is used in the Definition of disability, with 20% being used for total disability.

NOTE: EE-4S-8.1 will be used for standard STD plans with Full SS offsets; EE-4S-8.2 will be used for standard STD plans with Primary SS offsets; EE-4S-9, EE-4S-10, and EE-4S-11 will be used for all standard STD plans. This entire section may be omitted if the plan is sold without any offsets.

### EE-4S-8.1, EE-4S-8.2, EE-4S-9 WHAT ARE OTHER INCOME AMOUNTS?

1. Items listed in the sections titled WHAT ARE OTHER INCOME AMOUNTS may be clarified according to a policyholder's plan, and may include personal time off (PTO) days, severance, and renewal commissions.

## EE-4S-12 WHEN WILL OUR PAYMENTS TO YOU STOP?

1. Bracketed items may be omitted upon request of the policyholder and approval of underwriting.

NOTE: for EE-4SV-14.1 (Pre-existing Condition exclusion) and EE-4SV-14.3 (pre-existing condition exclusion for benefit increases), EE-4SV-15 (Continuity of Coverage), EE-4SV-16 (Continuity of Coverage for the pre-existing condition exclusion):

1. These pages are standardly included for VSTD plans and may be included for regular STD plans. The bracketed word "Voluntary" would be deleted if this is for STD and not VSTD. The Continuity of Coverage pages would be omitted for plans with no prior coverage.

NOTE: for EE-4S-6.4SG (Pre-existing Condition limitation), EE-4SV-14.3 (Continuity of Coverage) and EE- EE-4SSG-8 (continuity of coverage for the pre-existing condition limitation):

1. These pages are standardly included for small group STD plans and may be included for regular STD plans upon request. The Continuity of Coverage pages would be omitted for plans with no prior coverage.

## **CERTIFICATE SECTION 4: LTD BENEFIT SPECIFICS**

### EE-4L-Summary

The bracketed items will be removed if options are not sold on a specific plan.

### EE-4L-1.1 – EE-4L-1.8 DEFINITIONS OF DISABILITY

These are all bracketed because only the appropriate definition will be included for each plan. The definitions already include brackets around all numeric ranges. Other bracketed items – like brackets around the phrase, "...and a reasonable employment option offered by the employer" – will either be included or excluded depending on the sold plan design.

EE-4L-1.1 Extended regular occupation with residual

EE-4L-1.2 Extended regular occupation with partial

EE-4L-1.3. Limited regular occ with residual

EE-4L-1.4 Limited regular occ with residual

EE-4L-1.5 Limited regular occ / ADL thereafter with residual

EE-4L-1.6 Limited regular occ / ADL thereafter with partial

EE-4L-1.7 Extended any occ with residual

EE-4L-1.8 Extended any occ with partial

### EE-4L-2.1 and EE-4L-2.2 DEFINITION OF DISABILITY – RELATED RULES

1. EE-4L-2.1 is used for plans with no any occupation period; EE-4L-2.2 is used for all others. Bracketed terms will be deleted if not included in the definition of disability.

### EE-4L-2.3 DEFINITION OF DISABILITY – RELATED RULES

1. This page is only included if the def of disability is included on pages EE-4L1.5 or EE-4L-1.6.

## EE-4L-5 WHEN WILL WE NOT COVER A DISABILITY?

1. Bracketed exclusions may be omitted.

#### EE-4L-6.1 through EE-4L-6.4SG WHEN WILL WE COVER A DISABILITY DUE TO A PRE-EXISTING CONDITION?

These are all bracketed because only the appropriate pre-existing condition exclusion will be included for each plan. The provisions already include brackets around all numeric ranges. Other bracketed items – like brackets around “...OR where symptoms were present to the degree that an ordinarily prudent person would seek treatment ...” – will either be included or excluded depending on the sold plan design.

#### EE-4L-7 and EE-4L-8 and EE-4LSG-8 CONTINUITY OF COVERAGE

1. The text on these pages will not be included if the plan does not replace a prior insurance plan.
2. If a takeover, EE-4L-7 will always be included. EE-4L-8 will be included for all takeover LTD cases except that LTD cases with a pre-existing condition limitation (vs. exclusion) will instead use EE-4LSG-8.

#### EE-4L-9.1 through EE-4L-9.5 LTD CALCULATION PAGES

1. The numeric ranges are bracketed and included on the forms.
2. For plans where there are different earnings tests in the definition of disability, the heading for the 2<sup>nd</sup> paragraph will be changed accordingly. For example:  
If a plan includes only an 80% earnings test in the definition of disability, the second bracketed heading will appear as follows:

**HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS?**

If a plan includes only a 60% earnings test in the definition of disability, the second bracketed heading will appear as follows:

**HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS?**

If a plan includes two earnings test – 80% for the regular occupation period of [12-60] months and a 60% earnings test for the any gainful occupation period - the heading will be changed to read as follows:

**HOW MUCH WILL OUR MONTHLY PAYMENT TO YOU BE IF YOU ARE DISABLED AND WORKING, EARNING BETWEEN 20% AND 80% OF YOUR PRE-DISABILITY EARNINGS FOR THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND BETWEEN 20% AND 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER?**

3. The bracketed [12-60] will match what is used in the definition of disability.
4. The bracketed [12][24] is for the return to work incentive period; either the 12 or 24 will be included and no other number.

EE-4L-9.1 – use for unlimited return to work incentive period – direct integration

EE-4L-9.2 – use for unlimited return to work incentive period – all sources integration

EE-4L-9.3 – use for limited return to work incentive period – direct integration

EE-4L-9.4 – use for limited return to work incentive period – all sources integration

EE-4L-9.5(1) -use for limited return to work incentive period with indexing – direct integration

EE-4L-9.5(2) – include with EE-4L-9.5(1)

#### EE-4L-10

1. In the second heading, the bracketed 80% can vary to any amount between 20-80%, depending on the definition of disability.
2. For plans where there are different earnings tests in the definition of disability, the second heading will be changed accordingly. For example, if a plan includes an 80% earnings test for the regular occ period of [12-60] months and a 60% earnings test for the gainful occ period, the heading will be changed to read as follows: **IF YOU ARE DISABLED AND WORKING, EARNING MORE THAN 80% OF YOUR PRE-DISABILITY EARNINGS DURING THE FIRST [12-60] MONTHS OF LTD BENEFIT PAYMENTS AND MORE THAN 60% OF YOUR PRE-DISABILITY EARNINGS THEREAFTER, NO PAYMENT WILL BE MADE.**

#### EE-4L-11.1, EE-4L-11.2, EE-4L-12, EE-4L-13 WHAT ARE OTHER INCOME AMOUNTS?

1. Items listed in the sections titled WHAT ARE OTHER INCOME AMOUNTS may be removed and added in the list of WHAT ARE NOT OTHER INCOME AMOUNTS (EE-4L-15) if requested by the policyholder and approved by underwriting.
2. EE-4L-11.1 is used for Full Family SS offsets; EE-4L-11.2 is used instead if primary SS only SS offsets are included. Primary.
3. Bracketed items may be omitted if requested by the policyholder and approved by underwriting.

#### EE-4L-14

1. If items 1, 2 or 3a are removed on page EE-4L-11.1 or EE-4L-11.2, then the bracketed reference on this page is adjusted.

#### EE-4L-16(1) and EE-4L-16(2) WHEN WILL YOU RECEIVE A LIMITED NUMBER OF PAYMENTS FROM US FOR A DISABILITY?

1. The bracketed text for substance abuse and special conditions and the corresponding definitions will not be included if not selected by the policyholder nor required by underwriting. Page EE-4L-16(2) will only be included for plans where benefits for special conditions are limited. Some or all of the bracketed items in the definition of special condition may be included.
2. The 12 and 24 month periods are options. Only one will be reflected in an employers plan.
3. The duration will either be "lifetime" or "per occurrence." The appropriate bracketed text will be included.

#### EE-4L-17.1(1) and EE-4L-17.1(2) WHEN WILL OUR PAYMENTS TO YOU STOP?

1. This is used for plans with only one earnings test in the definition of disability (and no ADL language).
2. All numeric ranges are included.
3. Bracketed items may be excluded, depending on the sold plan design.

#### EE-4L-17.2(1) and EE-4L-17.2(2) WHEN WILL OUR PAYMENTS TO YOU STOP?

1. This is used for plans with different earnings tests in the regular occ and any occ periods in the definition of disability (and no ADL language).
2. The bracketed 60% and 80% earnings tests can vary to any amount between 50 and 80%, depending on the definition of disability.
3. If the earnings tests vary in the definition of disability, then the bracketed text, "during the first [12-60] months" and "after the first [12-60] months" will be included. The number of months in the bracketed [12-60] months will match what is used in the definition of disability.
4. Bracketed items may be excluded, depending on the sold plan design.

#### EE-4L-17.3(1) and EE-4L-17.3(2) WHEN WILL OUR PAYMENTS TO YOU STOP?

1. This is used for plans where the regular occupation period is followed by an ADL requirement in the definition of disability.
2. The bracketed [60-80%] earnings tests can vary to any amount between 60 and 80%, depending on the definition of disability.
2. The number of months in the bracketed [12-60] months will match what is used in the definition of disability.
3. Bracketed items may be excluded, depending on the sold plan design.

### **CERTIFICATE SECTION 5 – CLAIM INFORMATION**

#### EE-5-1

1. Bracketed text about accepting electronic or telephonic proof may be deleted if not applicable.

## **CERTIFICATE SECTION 6 – ADDITIONS TO YOUR [STD][and][LTD] PLAN**

NOTE: For Section 6, only the appropriate benefits will be included depending on the sold plan design. All benefits are bracketed from beginning to end to indicate they are optional – will either be included as is, subject to variability contained within, or excluded in its entirety.

### **EE-6-Summary**

NOTE: This page will only be included if a benefit from Section 6 is included in the sold plan design.

#### **EE-6-1 WORKPLACE MODIFICATION BENEFIT – LTD**

#### **EE-6-2 VOCATIONAL REHABILITATION**

#### **EE-6-3 SOCIAL SECURITY ASSISTANCE**

#### **EE-6-4 LUMP SUM SURVIVOR BENEFIT - LTD**

1. The benefit will be either “gross” or “net;” only one bracketed item will be included along with the appropriate defined term.

#### **EE-6-6 and EE-6-7 401k AND EMPLOYER PENSION PLAN CONTRIBUTION BENEFITS - LTD**

#### **EE-6-8(1) ESCALATION BENEFIT - LTD**

1. The bracketed 20% earnings test percentage in the 1<sup>st</sup> and last paragraphs may vary between 20 and 40% (20% is standard).
2. The bracketed 3% benefit may vary between 1 and 5%.

#### **EE-6-8 2 of 2 ESCALATION BENEFIT**

1. The bracketed text as to when payments cease will not be included if the escalation increases continue through the duration of a claim.

#### **EE-6-9 (5) SPOUSAL DISABILITY BENEFIT - LTD**

1. Either page EE-6-9-6(a) or EE-6-9-6(b) will be included, depending on the PreX sold for this benefit.

#### **EE-6-11 (1) ADDITIONAL CATASTROPHIC DISABILITY BENEFIT - LTD**

1. Under “Who pays for the cost of this coverage?” the appropriate bracketed text will be used depending on whether coverage is noncontributory or contributory.

#### **EE-6-11 (3) ADDITIONAL CATASTROPHIC DISABILITY BENEFIT**

1. The bracketed “No Survivor benefits...” sentence is only included if there is a Lump Sum Survivor benefit included for employees.
2. The bracketed “not” will be included if premium is waived for this coverage while the employee is receiving LTD benefits.

#### **EE-6-12 EDUCATION BENEFIT - LTD**

1. The benefit already includes all numeric ranges in brackets.

#### **EE-6-13 EXTENDED CARE BENEFIT - LTD**

1. The benefit already includes all numeric ranges in brackets.

#### **EE-6-14 DEPENDENT CARE BENEFIT - LTD**

1. The benefit already includes all numeric ranges in brackets.

#### **EE-6-15(1) and EE-6-15(2) PERSONAL CARE ASSISTANCE BENEFIT - LTD**

1. The benefit already includes all numeric ranges in brackets.

#### **EE-6-16 EAP BENEFIT - LTD**



1. Bracketed sentence “Services include up to three face-to-face counseling sessions...” is optional.

#### EE-6-17 CONVERSION PRIVILEGE for LTD

#### EE-6-18 Terminal Illness Benefit – for LTD

1. The numeric range of 180-365 is already included for the disability period
2. The numeric options of [3/6/12/24] for the benefit amount are already included – this means that the options are 3, 6, 12, or 24.
3. The appropriate bracketed term “gross” or “net” will be used.
4. The numeric range of 6-12 is already included for the definition of terminal illness.

#### EE-6-19 Minimum Indemnity Benefit – for LTD

1. The numeric options of [90/180] for the loss period means that the options are 90 days or 180 days.
2. The numeric range of 90-180 days for the elimination period is already included; the applicable number will be included to match the LTD plans’ elimination period.

#### EE-6-20 COBRA Premium Reimbursement Benefit – for LTD

1. The bracketed [and/or dental] will be included throughout the benefit if applicable.
2. The bracketed [and your dependents’ medical [or dental] coverage] will be included throughout the benefit if coverage also applies to dependents.
3. The numeric range of [\$100-\$5,000] for the monthly benefit is already included.
4. Proof may be required on a [monthly/quarterly] basis; the appropriate term will be included.
5. If indexing is included in the LTD plan, the bracketed word [indexed] will be included.
6. The numeric range of [12/18/24/29/36] for duration of COBRA benefits means that benefits can be paid for 12, 18, 24, 29 or 36 months and the appropriate number will be included as applicable.

#### EE-6-20 Student Loan Repayment Benefit – for LTD

1. The bracketed [or your residency program] text will be included as applicable for groups with residents as eligible members.
2. The numeric range of [\$1,000/\$1,500/\$2,000/\$2,500] for the monthly dollar maximum means that the maximum can be \$1,000, \$1,500, \$2,000, or \$2,500 .
3. The numeric range of [\$75,000-\$100,000, \$125,000, \$150,000, \$175,000] for the maximum amount of the student loan is already included; it can be any amount between \$75,000 to \$100,000, or \$125,000, \$150,000, or \$175,000.

#### EE-6-21 Infectious & Contagious Disease Benefit – for LTD

1. The bracketed [complete the elimination period under the LTD plan, and you] in the first sentence will be included if required by Underwriting.
2. The bracketed [, with corresponding adjustment to your malpractice insurance] will be included if required by Underwriting.
3. The numeric range of [20%-50%] for income loss is already included.
4. The bracketed [indexed] will be included if indexing is included in the LTD plan.
5. The bracketed [or monthly income you could have earned from working to your maximum capacity while you are disabled] will be included if maximum capacity is included in the LTD plan.
6. The bracketed [, with corresponding adjustment to your malpractice insurance] and [on a full-time basis] text will be included if applicable.
7. The numeric range of [50-99%] earnings maximum is already included in the provision.
8. The numeric range of [5-10] years for the maximum duration is already included.

#### EE-6-22 Wellness Screening Benefit – for LTD

1. The numeric options of [\$25/\$40/\$50] for the benefit amount are already included; this means the benefit may be \$25, \$40, or \$50.
2. The items that constitute the wellness screening text are bracketed; each item will only be included if applicable.

#### EE-6-24 STD Lump Sum Survivor Benefit

1. In the second sentence, either “gross” or “net” will be used, and the corresponding definition will be included below in the provision.

#### EE-6-25 Reasonable Accommodation Benefit – for STD

1. The numeric range is already included for the maximum benefit.

EE-6-26 Rehabilitation Incentive Benefit – for STD

1. The numeric ranges are already included for the benefit % and maximum benefit.

EE-6-27 Portability Benefit – for STD and/or LTD.

1. This benefit can apply to STD or LTD; the appropriate bracketed term will be included as appropriate throughout the benefit.
2. The numeric range of 6-24 months is already included for the coverage duration.
3. The phrase, “[; however, [except for the Lump Sum Survivor Benefit,] no additional benefits listed in Section 6 are available under the Portability coverage].” will be included if the Certificate includes other Section 6 benefits. The bracketed phrase “except for the Lump Sum Benefit” will be included in this sentence if the Certificate has a Lump Sum Survivor Benefit in Section 6. It will be excluded if not.

**Definitions of Pre-disability earnings (note that all references to “monthly” will be changed to “weekly” for STD coverage)**

1. For Partners:  
“Pre-disability earnings” means your average monthly earnings as figured:
  1. from the line which shows “net earnings (loss) from self-employment” from Schedule K-1 of the partner’s federal income tax return for the three [ calendar years ] [ tax years ] [ fiscal years ] just prior to the date disability begins; or
  2. if you were not a partner during the three years for which the most recent partnership federal income tax return was filed, then your monthly income will be figured for the period of actual employment that you have been a partner.
2. “Pre-disability earnings” means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It does not include commissions, bonuses, overtime and other extra compensation.
3. “Pre-disability earnings” means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes earnings from commissions, but not bonuses, overtime pay or other extra compensation.  
  
Commissions received will be averaged for the lesser of:
  1. the [12 month] [24 month] [36 month] [1 year] [2 year] [52 week] period of employment just prior to the date disability begins; or
  2. the period of employment.
4. “Pre-disability earnings” means your monthly rate of earning from the employer in effect just prior to the date disability begins. It includes earnings from commissions and bonuses, but not overtime pay or other extra compensation.

Commissions and bonuses received will be averaged for the lesser of:

1. the [12 month] [24 month] [36 month] [1 year] [2 year] [52 weeks] period of employment just prior to the date disability begins; or
2. the period of employment.

5. "Pre-disability earnings" means your monthly earnings as figured:
  1. from the W-2 form received from the employer for the calendar year just prior to the date disability begins; or
  2. for the period of employment if no W-2 form was received.
6. For school groups:

"Pre-disability earnings" means 1/12th of your annual contract salary in effect just prior to the date disability begins. It does not include bonuses, overtime pay and other extra compensation.
7. "Pre-disability earnings" means your average monthly earnings as figured:
  1. from the W-2 form (from the box which reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; and
  2. it also includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula; or
  3. for the period of employment if no W-2 form was received.
8. "Pre-disability earnings" means your average monthly earnings as figured:
  1. from the W-2 form (from the box which reflects wages, tips and other compensation) received from the employer for the calendar year just prior to the date disability begins; or
  2. for the period of employment if no W-2 form was received.
9. "Pre-disability earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula, but not commissions, bonuses, overtime pay or other extra compensation.

10. "Pre-disability earnings" means your monthly rate of earnings from the employer in effect just prior to the date disability begins. It includes your pre-tax contributions to a deferred compensation plan which is defined by a documented, pre-determined formula and earnings received from [commissions] [bonuses], but not [commissions] [bonuses], overtime pay or other extra compensation.

[Commissions will be averaged for the lesser of:

1. the 12 month period of employment just prior to the date disability begins; or
2. the period of employment. ]

11. "Pre-disability earnings" means:

1. 1/36th of your 'partner' budgeted annual earnings as determined by the employer's written partnership agreement in effect for the three years just prior to the date disability begins. It does not include dividends, interest or return of capital.
2. If you were not a partner during the three years prior to the date disability begins, then your monthly income will be figured for the period of actual employment that you have been a partner.

12. "Pre-disability earnings" means your monthly net profit averaged over:

1. the three most recent years; or
2. the period you have been a sole proprietor, if you have been a sole proprietor for less than three years.

Monthly net profit is figured on form 1040 Schedule C as the gross income less total deductions (other than depreciation), divided by 12.

13. For subchapter S corporations:

"Pre-disability earnings" means your average monthly income from the employer in effect just prior to the date disability begins. It includes income from Schedule K-1 (ordinary income (loss) from trade or business activities) plus depreciation, and your W-2 from the S Corporation just prior to the date disability begins.

Monthly income for K-1 and W-2 income will be averaged over the lesser of :

1. the three most recent years, then divided by 36; or
2. the period of your employment with the employer if you have been employed for less than three years.

## LONG TERM DISABILITY Maximum Payment Duration

### Social Security Normal Retirement Age

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To Social Security Normal Retirement Age (SSNRA)
60	60 months or to SSNRA, whichever is greater
61	48 months or to SSNRA, whichever is greater
62	42 months or to SSNRA, whichever is greater
63	36 months or to SSNRA, whichever is greater
64	30 months or to SSNRA, whichever is greater
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

### Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To age 65, but not less than 5 years
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and over	12 months

### 65 / 5 / 70

<u>Age when Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than age 60	To age 65
60-64	5 years
65-69	To Age 70 but not less than 1 year
70 and over	1 year

## LONG TERM DISABILITY Maximum Payment Duration

### 5 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 60	5 years
60	60 months
61	48 months
62	42 months
63	36 months
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

### 3 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 64	3 years
64	30 months
65	24 months
66	21 months
67	18 months
68	15 months
69 and older	12 months

### 2 Years /Reducing Benefit Duration

<u>Age When Disability Begins</u>	<u>Maximum Payment Duration</u>
Less than Age 66	2 years
66	21 months
67	18 months
68	15 months
69 and older	12 months

**SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION****General Purposes**

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

**Coverage**

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 *et seq.*), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

**Coverage Limitations**

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:
  - \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
  - \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
  - \$300,000 for long-term care insurance benefits;
  - \$300,000 for disability insurance benefits;
  - \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
  - \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.



## **Exclusions Examples**

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;
- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

## **Consumer Protection**

To learn more about the above referenced protections, please visit the Guaranty Association's website at [www.dclifega.org](http://www.dclifega.org). Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

### **District of Columbia**

#### **Department of Insurance, Securities and Banking**

**1050 First Street, NE, Suite 801**

**Washington, DC 20002**

**(202) 727-8000**

### **District of Columbia**

#### **Life and Health Guaranty Association**

**1200 G Street, N.W.**

**Washington, DC 20005**

**(202) 434-8771**

Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on the insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.